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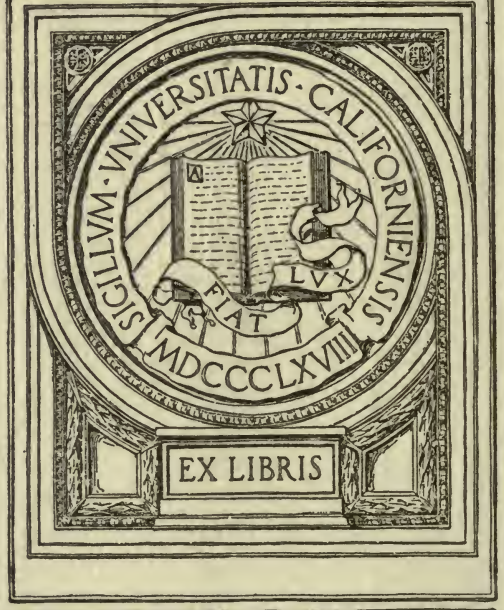
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63D CONGRESS, 2d Session } SENATE { DOCUMENT No. 419

WORKMEN'S COMPENSATION

REPORT UPON OPERATION OF STATE LAWS

INVESTIGATION BY COMMISSION OF THE AMERICAN FEDERATION OF LABOR AND THE NATIONAL CIVIC FEDERATION

COMMISSION'S FINDINGS
VIEWS OF EMPLOYERS AND WORKMEN
DIGEST OF LAWS
RULES OF STATE BOARDS OF AWARD

WASHINGTON
GOVERNMENT PRINTING OFFICE
1914

HD 7816
.U6 C6
1914

SUBMITTED BY MR. FLETCHER.

IN THE SENATE OF THE UNITED STATES,
February 13, 1914.

Resolved, That the report of the commission appointed by the National Civic Federation and the American Federation of Labor to study the operation of State workmen's compensation laws be printed as a Senate document, together with the appendix accompanying said report, and that five thousand additional copies be printed for the use of the Senate.

Attest:

JAMES M. BAKER, *Secretary*.

COMMISSION OF THE AMERICAN FEDERATION OF LABOR AND THE NATIONAL CIVIC FEDERATION TO STUDY OPERATION OF STATE WORKMEN'S COMPENSATION LAWS.

[Composed of representatives of the public, employers, and labor.]

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JOHN MITCHELL, vice president, American Federation of Labor, Mount Vernon, N. Y.

Mr. Duncan and Mr. Mitchell were appointed by the American Federation of Labor to cooperate with the National Civic Federation.

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WOODRUFF, ROLLIN S. (president C. S. Mersick & Co.), New Haven, Conn.
And officers and chairmen of committees.

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INTRODUCTION.

Lack of uniformity in State laws upon the subject and the necessity of securing facts to assist employers, workmen, and legislators to decide rightfully when promoting new legislation caused the National Civic Federation, through its department on compensation for industrial accidents and their prevention, to form a commission to study the operation of State workmen's compensation acts.

The American Federation of Labor was invited to cooperate, and the executive council of that body named two of its members to act upon the commission.

It was the belief that such an investigation would be of benefit not only to States which have not yet enacted compensation legislation but also to those in which laws have been passed; that by bringing out the respective merits and demerits of the various laws there would be afforded a clearer understanding of the difficulties involved and a more definite and exact knowledge of the benefits to be derived from this great reform; and that the inquiry would assist in further development along just and sound economic lines, tend toward securing uniformity of legislation in the different States, and aid in bringing about a better feeling of cooperation between employer and workman.

PLAN AND SCOPE OF INQUIRY.

The purpose of the commission was to ascertain the facts with regard to the operation of workmen's compensation laws, rather than to report upon theories or to make recommendations. The intent was the use of the information by the Civic Federation in drafting a new model workmen's compensation law.

The scope of the inquiry was comprehensive and involved personal conferences and hearings in the States having had the most experience and typifying different schemes or plans of compensation. There were included various types of elective acts and compulsory State insurance laws.

Some of the questions upon which information was secured were: "Degree of satisfaction given by compensation as against liability laws;" "The value of elective versus compulsory compensation laws;" "Reasons for accepting or rejecting elective acts;" "The amount of compensation;" "Contributions by employees;" "Methods of insuring;" "Cost of compensation;" "Exclusiveness of compensation remedy;" "Employers' defenses abrogated under elective acts;" "Employments covered;" "Nonresident alien dependents;" "Contractors liable to employees of subcontractors;" "Length of waiting period;" "Medical and surgical aid;" "Effect on prevention of accidents;" "Litigation under compensation acts;" "Methods of administration;" and "Effect upon relations of employer and workman."

The commission covered a sufficient area to represent in effect all interests in the entire country. Members of the commission visited various cities in 8 of the 22 States having compensation laws, all the way from Massachusetts and New Jersey in the East, Ohio, Michigan, Illinois, and Wisconsin in the Central West, to California and Washington on the Pacific Coast. Conferences were had with State commissions or accident boards charged with administering the laws, representatives of both the employer and the employed, and of insurance companies. Nevada, Kansas, Minnesota, Rhode Island, and New Hampshire were covered by correspondence.

The labor viewpoint as to the benefits derived from workmen's compensation legislation was especially sought.

Letters of inquiry and questionnaires were sent approximately to 25,000 employers in the 12 States having had sufficient experience to provide data of value, and to the secretaries of all State and city branches of the American Federation of Labor in those States. The answers received covered these branches and employers representing a pay roll of $358,640,383.

ATTITUDE OF EMPLOYERS AND WORKMEN AND INTEREST SHOWN.

The compensation statutes having been in operation in any of the States but a short time, neither official nor general experience under the law was as complete as desirable. Consequently information was frequently limited to particular phases of the problem. In fact, those whom the commission met were in many cases seeking information, and realized the necessity for their own education on the subject. As a rule, the person testifying saw the question under discussion from his own viewpoint or experience, which resulted at times in one employer at a conference combating the arguments presented by another.

One of the obvious facts educed was the apparent honesty of purpose with which those conferring with the commission approached the subject. A reasonable inference is that employers and employees in general throughout the country are viewing the compensation problem with a desire to be fair and just. Differences in attitude may safely be attributed either to a misunderstanding of the subject or to the effect of seeing it from a limited viewpoint, sources of error to be remedied by experience. The employer who complains of the law because it requires him to pay compensation for an accident in which he is clearly not to blame, or which possibly may be due to the fault of the injured person, will get a broader view of the law when later he is relieved from a liability suit with full damages in a case in which he has been wholly at fault. Likewise the employee who receives no compensation, for the reason that his injury incapacitates him for a time shorter than the legal waiting period, will get a different and a better idea of the law later when he or some fellow worker meets with a permanent injury, and receives compensation promptly without controversy.

Throughout the inquiry it was found that employers, workmen, public officials, and insurance agents were keen in their desire to aid the commission. So great was the interest that officials of employers' associations and labor organizations were able to obtain from among their members an attendance at conferences in immediate

response to telephone requests. The representatives of these associations and organizations actively aided the commission and extended many courtesies. Public officials charged with the administration of the law generously tendered their services, devoted entire days to the conferences, and furnished information whenever called upon. The commission desires here to express thanks to these representatives and officials, as well as to the employers and workmen who have responded to the letters and questionnaires. The names appear in Appendix No. 8. The assistance given was helpful beyond expectation. Several thousand of the question schedules have been returned to the commission fully answered; in hundreds of cases extended views of the employers were expressed. The principal officials of the trade unions in the several States visited expressed at length the attitude of the union men with respect to the various acts and stated their aims with regard to desired legislation or amendments to existing legislation. Voluminous testimony was taken at the conferences.

REPORT OF THE COMMISSION.

To Messrs. SAMUEL GOMPERS,
President of the American Federation of Labor, and
AUGUST BELMONT,
Chairman of the Workmen's Compensation Department, the National Civic Federation.

GENTLEMEN: The commission appointed in July, 1914, to investigate the operation of State workmen's compensation acts respectfully submits herewith its report:

I. UNIFORMITY OF LEGISLATION.

Employers strongly expressed their desire for substantial uniformity in legislation. The employer who is engaged in construction work in several States, as well as the manufacturer who operates plants in different States, or who sends men from one State to another to install machinery, desires uniformity of legislation, especially in the methods of administration.

Uniformity of cost is an element of vital interest to employers. For this reason they have frequently asked, first, that the elective acts of their States be made compulsory, so that all employers may compete on the same basis; and secondly, that there be uniformity in cost under the acts of the various States. In expressing this view, one employer said to the commission:

> There should be uniformity as between the amounts paid in different States. It stands to reason that if the manufacturers in one State should pay 75 per cent of the wages earned by the workmen and those in an adjoining State, for instance, should pay from 35 to 40 per cent, the manufacturers of the first State would be at a disadvantage. It is immaterial, so long as you have a fixed method, whether the amount paid is one sum or another.

Naturally this uniformity could not be attained in the early stages of the legislation. The experience gained by the States in following their different methods is valuable. The uniformity desirable will undoubtedly come as a result of the adoption by each State of those provisions of the various acts which experience shows give the best results.

II. THE PRINCIPLE OF WORKMEN'S COMPENSATION.

The principle of workmen's compensation is that industry in general should bear the financial burden of all industrial accidents rather than the workers who happen to be the victims of particular accidents, and that the only way this can be accomplished is through the agency of the employer who, in computing costs and fixing the price of his finished product will include the industrial losses due to accidents.

Industrial operations being broadly considered, the question of direct fault is not material. The fact that loss of bodily faculty and regular wages occurs entitles the victim to compensation unless his injuries have been received through his own willful intent. In this concept of social obligation the compensation principle differs from the old system of employers' liability, under which the employer paid damages only where the accident was due to his fault or the fault of his servants.

III. FURTHER EXTENSION OF EMPLOYERS' LIABILITY IN ABSENCE OF COMPENSATION LAWS.

The liability of employers under the liability act could have been and undoubtedly will be further increased by the enactment of safety requirements and regulations, the violation of which would imply negligence and create liability on the part of the employers. This phase of the subject is illustrated by Federal law. Under the safety appliance act affecting interstate railroad employees, as interpreted by the United States Supreme Court, the employer is under an absolute duty not only to install specified safety appliances but to keep them in order. The original argument of the railroad companies was that, having installed safety appliances as required by the statute, their full duty was performed by using reasonable care in keeping them in order, but this contention the Supreme Court overruled, deciding that the duty imposed upon the railroad company to install the safety appliances was a continuing one and that the company was liable to an employee injured from failure to keep the appliances in order. From this it is apparent that if compensation had not been proposed the employers' liability would ultimately have been greatly increased both by the removal of the defenses hereinafter referred to and the adoption of strict safety requirements. Since it is certain that liability laws, based as they are upon neligence or the violation of a statutory duty, can never reach all accidents, as many can not be traced to legal fault of any kind, an employer would have found himself under the burden of an expensive liability law without affording protection to all of his employees.

IV. QUESTIONS INVOLVED SHOULD BE CONSIDERED SEPARATELY.

At the very outset of its inquiry the commission became convinced that each of the problems arising under existing compensation acts should be considered separately, and that much of the confusion that exists upon the subject is due to the fact that public opinion with regard to a particular statute is controlled and influenced by some particular feature of the law, when, as a matter of fact, that particular feature is merely incidental and not essential to the operation of the principle of workmen's compensation. This became apparent, for example, when persons were found criticizing compensation legislation in general, when as a fact their antipathy had been aroused merely by reason of a particular defect or through faulty method of administration which could easily have been cured; on the other hand, persons were found praising a particular method of administration in their own State, entirely unmindful of the fact that equally fortunate results had been reached under other methods in other States.

The principle of granting compensation to injured workmen, regardless of fault, is the essential attribute of a compensation act; that principle should be tested upon its own merits. The methods of administration and of insuring the payment of compensation are entirely separable from the consideration of the principle of workmen's compensation. During the inquiry the commission found differences of opinion as to administrative and insurance matters among those who agreed as to the principle of workmen's compensation, and attempt has been made here to separate these various questions so that each may be considered by itself.

V. ELECTIVE VERSUS COMPULSORY ACTS.

The Court of Appeals of New York held, in the Ives case, that the compulsory compensation act involved in that decision—the first act passed in the State, in 1910—was unconstitutional, inasmuch as making an employer liable to pay compensation to an injured workman for an injury due to no fault or neglect of law upon the part of the employer was "a taking of property without due process of law." The court held that a statute could properly remove the defense of contributory negligence as well as that of the fellow-servant rule, but that the defense of assumption of risk could not be abrogated except where the risk involved some fault or neglect of duty upon the part of the employer; that is, the law could not be abrogate the assumption by the employee of the inherent risks of an occupation. A year later the Supreme Court of the State of Washington, in sustaining the compulsory act of that State, was not in agreement with the New York Court of Appeals, although it claimed that the Washington statute was different from that of New York.

It will be noted that the New York compulsory act involved in the Ives decision did not make compensation the exclusive remedy of the employee; it retained as against the employer all existing liabilities based on negligence, and in addition attempted to create for the employee the right to compensation for accidents regardless of fault, thus permitting the injured employee to elect after an accident which remedy he would pursue. In other words, the effect of this statute was to create a compensation act covering the accidents in which no fault or negligence on the part of the employer was involved, and retaining for the employee his rights under the liability law for all accidents due to the fault or negligence of the employer.

Aside from the Washington decision sustaining the act of that State, no court has as yet determined the constitutionality of a statute creating a compensation act covering all injuries regardless of fault and making such act the exclusive remedy of the employee.

Since the decision in the Ives case declaring the workmen's compensation act of 1910 unconstitutional, 22 States, including New York, have adopted compensation acts, all elective with the exception of Washington, though California, Ohio, and New York have amended their constitutions in this respect, and have enacted compulsory acts which went into effect on January 1, 1914.[1]

The method of making the election varies in different States. In some States the employer is required to signify his acceptance of the

[1] In Wyoming, a constitutional amendment has been passed by the legislature and will be submitted to the people at the general election in November, 1914.

law by an affirmative act, such as filing a written statement to that effect with a specified board or official and notifying his employees. In certain States the employer is presumed to have accepted the act unless he files a statement to the contrary.

New Jersey was the first State to adopt the latter method. The result there was that as very few employers notified their employees of their election not to accept the act, nearly all the employers were brought under its operation. The success of the New Jersey act in respect to its acceptance is generally attributed to this method of election. However, Massachusetts and Michigan have since been nearly, if not quite, as successful in bringing employers and employees under compensation, although to do so an affirmative act is required from the employer.

While the New Jersey method has been fruitful in establishing the proportion of employers coming under the act at a maximum, it has manifest disadvantages. The commission found among employers in Michigan and Massachusetts a more widespread interest in the principle of compensation than in New Jersey, with a corresponding stricter observance of the spirit of the law. This must be ascribed to the fact that employers in these two States came under the act with their eyes open, testifying by a voluntary act that they believed in the principle and submitted to the law, while in New Jersey employers in general are under the law automatically, many without having given it thought or attention. The spirit of cooperation existing between employer and employee in Massachusetts and Michigan is a public benefit, and in so far as that spirit may be due to the fact that the law is elective and its acceptance was voluntary the law is entitled to full credit.

In the early stages of workmen's compensation, an elective law accepted by affirmative action, while defective to the extent that it did not fairly regulate competition between employers and did not uniformly protect the workmen, was more educational in its effects than either a compulsory act or an elective act of the New Jersey type. However, other States have had, and will continue to have, the benefits of the educational advantages of the Massachusetts and Michigan acts and are now following the elective methods of the New Jersey act. Furthermore, the arguments that favor an elective as against a compulsory act do not apply at present with the same force as in the tentative period of workmen's compensation in this country.

There was found among employers considerable sentiment for compulsory compensation. It was argued that the employer voluntarily accepting compensation should not be placed at a competitive disadvantage with the neglectful or less humane employer refusing to accept it, and that hence the law should be compulsory. Naturally, in those States in which the elective act has been generally accepted, the demand for a compulsory act is not so urgent; yet employers in them not under the act are in many cases not likely to pay damages, even in case of fault, unless forced to, and they are less likely to carry insurance for the protection of their employees. In fact, employers in States where insurance is required, complained that whereas by accepting the compensation act they are required to carry insurance, the employers who refused to accept the act escape its responsibilities, including the requirements for carrying insurance

for the protection of even those employees who may be injured through their own fault.

Whatever differences of opinion were presented to the commission by employers as to the wisdom or advantage of a compulsory act, there was no difference among the workmen on this question. Their testimony was uniformly in favor of a comprehensive compulsory act, with such insurance requirements as would fully protect injured workmen and their dependents.

In its report for the year 1913, the Massachusetts Industrial Accident Board says:

> It has become evident that as a matter of justice and public welfare, compensation acts should be uniform and compulsory and apply to all employees and occupations alike. For about one-quarter of the employees and their families in Massachusetts to be left practically unprotected from evils consequent upon occupational injuries is unsatisfactory as a permanent condition. The reason for making such laws elective in form, as has been done in most of the States which have adopted them, is to avoid possible constitutional objections. The elective method makes a needlessly complicated and cumbersome legal and administrative enforcement of the act.

VI. DEFENSES ABROGATED UNDER ELECTIVE ACTS.

Under an elective compensation act an employer is given his choice of accepting the act or operating under the liability law with certain long recognized defenses removed. These defenses are assumption of risk, the fellow-servant rule, and contributory negligence. Exceptions in the abrogation of defenses were made in Texas and in Wisconsin under its original compensation act; in these two States the doctrine of comparative negligence was substituted for the defense of contributory negligence, and the negligence of the injured person was to be considered by the jury only as an element in reducing the amount of damages. By the amended Wisconsin act, contributory negligence is now abrogated in that State.

The increased liability upon employers by the removal of the common law defenses would undoubtedly have been brought about by legislation even in the absence of the alternative of an elective compensation act. The tendency of legislation being toward the ultimate elimination of these defenses, their removal can not truly be regarded as a means of compelling employers to accept the compensation act; it was the natural outcome of the revolt against the existing liability law. Not only is this evidenced by several State laws but by the Federal law covering the liability of railroad companies to interstate employees, as under the latter, without the alternative of a compensation act, the assumption of risk and the fellow-servant rule have been removed as defenses and the doctrine of comparative negligence substituted for contributory negligence.

VII. EXTENT TO WHICH COMPENSATION HAS BEEN ADOPTED.

Legislation for compensation received its real start in the United States in the creation by the New York Legislature in 1909 of a commission to study the subject of employers' liability and the causes of industrial accidents. That commission reported to the legislature two bills. One provided for compulsory compensation in certain specified hazardous employments. This act as passed did not take the place of the employers' liability law, but was an addition to it, the workman having his option after the accident either to accept

compensation under the act or to assert his rights under the liability law. The second bill modified the employer's defenses by abrogating the assumption of risk, placing upon the defendant the burden of proof as to contributory negligence, and considerably modifying the fellow-servant rule, and provided for elective compensation, which became the sole remedy where it was accepted by both the employer and the employee. The first of these two acts was declared unconstitutional in the court of appeals in the Ives case. The second, or elective, act was accepted by a few employers only, owing largely to the fact that it required a separate acceptance as between the employer and each employee, with acknowledgment before a notary public. However, a great many employers in New York accepted the spirit of the act and attempted to adjust their accident cases in accordance therewith, although of course the employees in case of injury were not bound by it and could refuse to accept the compensation and assert their remedy under the liability law.

New York adopted, in December, 1913, a compulsory compensation act covering certain specified employments. As already stated, in the 22 States which have adopted the principle, all of the compensation acts in operation are elective except those of New York and Washington and the new acts of Ohio and California, which went into operation January 1, 1914. New York, California, and Ohio amended their constitutions so as to admit the adoption of their compulsory acts. The constitutionality of the Washington act, sustained by the supreme court of that State without the aid of a State constitutional amendment, is now a question before the Federal courts.

Compensation acts were adopted by the following 22 States in the order named: New York,[1] Washington, Kansas, Nevada, New Jersey, California, Wisconsin, Ohio, Massachusetts, New Hampshire, Illinois, Michigan, Maryland, Rhode Island, Arizona, West Virginia, Oregon, Texas, Iowa, Nebraska, Minnesota, and Connecticut.

Activities at present are indicated by commissions existing in the following States, where, with the exception of Maryland, no compensation legislation has been enacted: Colorado, which has issued a report; Idaho, Indiana, Louisiana, Maine, Maryland, which has reported and recommended a bill; Missouri, North Dakota, Pennsylvania, Tennessee, and Vermont, as well as Porto Rico. In Kentucky, Mississippi, and Oklahoma public officials, manufacturers' associations, or labor unions have taken the lead in agitating or preparing bills to be introduced at an early time.

In New Jersey the commission which was responsible for the present act has continued its existence to recommend amendments. Delaware and Montana had commissions which dissolved without definite results.

Lists of boards of award where laws have been enacted, and workmen's compensation commissions in States where there are no laws, will be found in Appendix No. 9.

The total number of employers and employees in these States who have accepted the compensation acts can not be definitely ascertained. In Washington the law is compulsory and covers about

[1] Declared unconstitutional. Present New York law enacted December, 1913; in effect for administrative purposes Jan. 1, 1914, and for compensation payments July 1, 1914. The Montana law passed in 1909—afterwards declared unconstitutional—was the first legislative act where liability to pay was based on the hazard of a particular employment. The Maryland act of 1902, also declared unconstitutional, provided only for death benefits to dependents.

7,000 employers and 160,000 employees; in Michigan 10,760 employers and 475,408 employees have accepted the act; in California 1,100 employers and 100,000 employees; in New Hampshire 21 employers and 23,000 employees; in Ohio 2,711 employers and 171,113 employees; in Massachusetts 17,000 employers and 650,000 employees; and in Rhode Island 2,018 employers and 140,000 employees. In West Virginia, the act has been accepted by 1,465 employers, covering 143,706 workmen, 73,253 of whom are engaged in coal mining. In Massachusetts a fraction over 80 per cent of the accidents occurring in industry during the year ending July 1, 1913, came under the compensation act.

In Massachusetts among those who have not accepted the act are several large employers who desire to carry their own risk, and who maintain the plan of compensation established by themselves, which they could not do if under the act. Their employees, however, while thus being given the benefit of a plan similar to that of compensation are, as a result of the employer not having accepted the act, at liberty to refuse the offered compensation and sue under the liability law with the employer's defenses removed.

The original Wisconsin act was accepted by 2,028 employers and 149,164 employees. During the year ending June 30, 1913, 44.6 per cent of the accidents reported were under the compensation act. Under the new Wisconsin act, which became effective June 30, 1913, all employers and employees are covered unless they elect to reject the act; consequently it can not be ascertained just how many employers and employees are under the act. However, it is reported by the Wisconsin Industrial Commission that in the month of December, 1913, 95.9 per cent of all accidents happening in industries of Wisconsin were under compensation.

In Kansas the compensation act has been rejected by 500 employers; in Nevada by 100; in Minnesota by 44, employing about 2,000 persons, while it is estimated by the State department of labor that about 250,000 employees are subject to the act.

The California compulsory act is estimated as covering 600,000 additional employees since January 1, 1914; the compulsory Ohio act covered approximately 1,000,000 after January 1; while the New York act will probably cover close to 2,000,000 after July 1 next.

The Oregon act will not go into effect until July 1, 1914, its operation having been suspended by a referendum, the vote on which was taken at the last election and the act approved. The Nebraska act is suspended by a referendum, but the vote will be taken on this law during the year 1914.

REASONS FOR ACCEPTING OR REJECTING THE ELECTIVE ACTS.

Employers accepting the law gave to the commission various reasons for so doing. To many, a belief in the principle of compensation seemed sufficient, while others had convinced themselves that it makes for certainty in cost and removes litigation.

In only a few States did a large proportion of the employers reject the act. The reasons quite frequently show that the rejection was due more to a lack of interest in the subject or to a want of knowledge of the law than to any positive objection.

In States where employers gave well-defined reasons for their failure to accept the law, in general they stated that they had no opposition to the principle of workmen's compensation but, in fact, that they favored it, and their sole objections were to the form of the law. In New Hampshire and Kansas, where a large proportion of the employers refused to accept the compensation act, the main reason given was that it was "a one-sided affair" in that if the employer elected to come under it he would be bound by the act while the employee had an option after the accident of accepting the compensation or asserting his rights under the liability law. (See Section XVII, where this subject is discussed.) The employers of Ohio were very slow in accepting the act, stating as their reason that, as they would be compelled to take their insurance in the State fund, they would be deprived of any option in insuring. (See Section XXIV, where the method of insurance is discussed.)

The reasons for accepting or rejecting the law presented to the commission by many employers are shown in Appendix No. 6.

VIII. TREND OF LEGISLATION.

Important changes in the compensation acts, indicating a general trend in legislation, are, in Illinois, the creation of an industrial accident board to administer the law and broadening the scope of the law to cover practically all except casual employments; in California, change in the waiting period from one week to two weeks, increasing the benefits for total permanent disability to last through life, and making the principal contractor liable to the employees of a subcontractor; in Ohio and California, changes from an elective to a compulsory system through new acts; in New York, the enactment of a compulsory law; and in California and Wisconsin the acts made the exclusive remedy. The new California act recognizes the principle that injuries to employers who perform labor incidental to their occupations and the members of the families of such employers engaged in the same occupation are properly chargeable to the cost of operating the business and to that end provides that the State Compensation Insurance Fund may, in issuing its policies, include such employers and such members of their families. (As to suggestions made to the commission for changes in the law, see Appendix No. 7.)

IX. SATISFACTION WITH COMPENSATION ACTS AS AGAINST LIABILITY LAWS.

The commission found a growing satisfaction with compensation laws among both employers and workmen. All suggestions for changes related to the compensation law, no one seriously thinking of repealing it or going back to the old liability system. Persons attended the conferences who had originally opposed the compensation plan but who, after experience under it, expressed their warm approval of its principles. Among these, beside both large and small employers, were workmen. A large employer in the State of Wisconsin said:

> I believe the employers of the State of Wisconsin are satisfied with the provisions of the workmen's compensation act as applicable to this State. Many of them have availed themselves of the provisions of the act from the inception thereof; and that

number has been largely increased since the legislature of the State has adopted amendments thereto which were deemed necessary. Our corporation accepted the act when it took effect in this State. While there are some provisions of the law as it now exists which many of us would like amended, they are of a minor nature and do not affect the bill seriously as a whole. Generally speaking, I would say the manufacturers and employers throughout the State are satisfied with the act.

A representative of the California State Federation of Labor, in discussing this point, said:

In going to our State legislature two years ago, I felt that labor should ask for the elimination of the common law defenses rather than compensation laws, but my experience and the knowledge acquired during the past two years at the sessions of the State legislature has convinced me that labor was in error and that an adequate compensation law is to be preferred to a wide open liability law.

The very fact that the elective laws have been so generally adopted voluntarily by employers shows that there is a general satisfaction with this principle and that employers look upon the law as a fair and proper method of adjusting losses occurring through industrial accidents. The commission was unable to find cases of employees refusing to accept the law after their employers had accepted it; nor did they find any attempt to induce employees to reject the law after their employers had come under the act. It was generally conceded that the operation of the law is improving the relation between employer and employee and that it has removed a great source of annoyance, irritation, and social injustice.

That there is basis for the satisfaction expressed by workmen, is illustrated by the condition in Massachusetts where it appears from the report of the Massachusetts Industrial Accident Board for 1913 that the dependents of the employees killed and who were not under the compensation act received in toto only about one-third of the amount they would have received had they been under the compensation act. In its report the board states that had the employees referred to been under the workmen's compensation act, a total of $164,488 would have been due either for funeral expenses or as payments to dependents, whereas only $60,322.42 was paid—an average payment in each case of $701.42, as against the average sum of $1,900.57 that would have been due the beneficiaries, had the employees been under the compensation act.

X. EFFECT UPON RELATION BETWEEN EMPLOYER AND EMPLOYEE.

The introduction of workmen's compensation laws has opened the way for the establishment of more amicable relations between employers and employees. In their operation, the acts necessarily provide an opportunity for workmen and employers to meet and consider questions relating to compensation and accident prevention. Indirectly, these meetings, promoting as they do acquaintanceship between employers and workmen, lead to the discussion of other questions which affect their common interests. As a consequence, many of the causes of misunderstanding which arose because of the failure of the two sides to confer have been removed, and a better and mutually advantageous relationship has been established.

Under the old system the litigation growing out of industrial accidents led to discord and friction, with injurious consequences which

could not be calculated. The tendency was distinctly to drive the employer and the employee farther apart. In contrast to that system, the operation of compensation laws has tended to bring about a communty of interest and a difference in sentiment that has improved even the trade relationship. Compensation in an industry has been a benefit to the whole of it and all engaged in it.

The testimony on this point is uniform. Its significance may be seen in the following quotations:

The secretary of the Michigan State Federation of Labor, speaking of the Michigan act, said:

I might say personally that I feel that it is the most gratifying law that we laborers ever had. People that were fighting the law at the very beginning are to-day most ardent supporters of it.

The Michigan district president of the United Mine Workers said to the commission:

Regarding the importance of this act in the field generally, it is thought to be the best thing possible for the miners of Michigan. There are changes that we would like to make, but I want to say this: It has tended to make mine owners more careful, and I am glad to say that the last fatal accident that occurred in Michigan was in November (1912). The companies are more careful than ever they have been in seeing that the mines are safe.

An officer of a building trades employers' association in Michigan said that he did not believe that any of the employers liked the provisions of the old (liability) law, for the reason that it brought no end of trouble.

Under the compensation act, the conditions which we are to meet are known to all, and they are very specific in their character. For that reason we know just how to take care of them in connection with the transaction of our business. While it costs the employer more money under the terms of the new law, still the workmen, in the case of injuries sustained, receive more money under the compensation law than they did under the provisions of the old liability law.

An official of a large company in Massachusetts wrote to the commission:

We are vitally interested in this subject, not only as employers of labor but as private citizens and are always looking for helpful information from any and every source. We accepted the workmen's compensation act July 1, 1912, have carefully studied same, and although we are not prepared at this time to approve all provisions of this law, we do believe it has created a great improvement in the handling of accident claims, not only from the employers' but also from the employees' standpoint.

A representative of a large industrial enterprise in New Jersey wrote to the commission, saying:

When the New Jersey act became effective on July 4, 1911, we had at our command a record of all accidents occurring in our works for a period of 13 years, together with the length of disability of each case, this data having been gathered by our mutual benefit association in its work. With this information at hand, we were able easily to determine the amount of compensation we would be obliged to pay under the act in any average year. The operation of the act in our case has thus far been quite satisfactory. We are making payments ourselves directly to our employees, and as compared with insurance against liability and compensation the method is of considerable financial advantage to us and, we believe, agreeable to our employees.

From a Washington logging company:

Nothing causes more unrest in this United States than this insuring against damage suits. As it stands now, the injured party is well taken care of. We treat him well, and he in turn treats us well; we are his friends and he is our friend, and his friends are also our friends.

From a member of the accident committee of the National Association of Manufacturers:

We came under the general compensation act of the Wisconsin Legislature, almost immediately after its passage. Experience fully confirmed our entire confidence in that act; it has led to safety measures that greatly lessen the loss by accidents; it gives far better protection than any insurance policy that a company would be likely to purchase or to issue.

From a lumber employer in Washington:

We like the compensation law for the reason that we can now care for our employees at the time of the accident, when they most need help. Prior to passage, we dared not help or talk to a man hurt, as any utterance of sympathy or any help would be taken as the admission of negligence and used against us in lawsuits by ambulance chasing attorneys.

XI. EFFECT ON ACCIDENT PREVENTION.

It was the general opinion of employers and workmen that the adoption of compensation acts has resulted in greatly improving the safeguarding of machinery and industrial processes. Probably compensation has had an indirect, more than a direct, effect upon the prevention of accidents, as it has drawn attention to the subject and aroused the interest of both employers and employees.

A Detroit (Mich.) employer said:

It is also, in our opinion, a preventive measure of the most advanced type, not because it requires the employer specifically to undertake measures of safety, but because the employer will find it highly profitable to install such measures, and in all ways to use his intelligence both in the physical equipment and policing of his factory and force so as to reduce accidents to a minimum.

A Wisconsin manufacturer said:

Prior to the passing of the compensation act, our company had given considerable attention to safety devices, and the plant at this time is quite thoroughly equipped with such safeguards. Our methods in this respect have been to issue books of rules to every employee and foreman regarding safety and to have periodically (monthly) an inspection made of the plant by committees appointed from the employees. These committees are made up of different men selected prior to such inspection, and in this way fresh minds and eyes are brought to bear on the possibilities of greater safeguarding and additional safety devices. We believe that the compensation act has undoubtedly resulted in far greater care on the part of the employers and, I am pleased to state from personal observation, on the part of employees.

A California employer said, in replying to the inquiry as to whether or not the compensation act had resulted in greater care and safeguarding on the part of employers:

I should say that unquestionably such is the case. Of course I can speak authoritatively only in so far as our industry is concerned, but I am led to believe that it is true in practically every line of manufacture throughout the States where workmen's compensation laws have been passed. I might add in this connection that before the compensation act was passed in California our company, I believe, made every reasonable effort to keep their plant guarded against accidents and injuries to their employees, we at all times trying to keep our machines equipped with the latest and most up-to-date devices for the prevention of accidents to our employees; but it is readily understood, I contend, that legislation such as was passed in California providing a compulsory compensation to be paid to injured workmen must necessarily draw the attention of all employers and manufacturers of machines of all kinds to the possibilities of further guarding and protecting these machines, so as to reduce to a minimum the possibility of accidents to employees. Since the passing of the compensation act there have been offered to us many suggestions and devices for further safeguarding our employees. We have in cases where these suggestions and recommendations were found practical complied with them. As to whether or not the additional precautions taken have tended to reduce accidents in our plant I am hardly prepared to say yes or no. As a matter of fact, I believe that our statistics will show

that since the compensation act went into effect we have had more accidents in our plant than we had for the corresponding period previous to the passage of the law. I may say, however, that I believe the severity of the accidents has been considerably less. Most of the accidents that we have had since the compensation law went into effect have been very slight, usually caused, I believe, by the carelessness of the employee in the performance of his duties.

In our opinion these accidents are bound to happen, no matter how carefully these manufacturing plants are guarded. There is a certain element of risk in connection with operating a manufacturing business that has nothing to do with the hazard of the business itself, and it does not seem to me that this risk can ever be entirely eliminated. It occurs to me, in connection with the above, that it would be appreciated by many manufacturers throughout the country if it were possible to establish a board or a bureau of some sort whose sole business it would be to interest themselves in any and all devices, whether patented or not, having to do with the further safeguarding of all kinds of machines used in the manufacturing industries of this country. I am sure that everyone connected with our industry would welcome any suggestions that would tend to reduce the chances of accidents in their plants.

The president of the Michigan State Federation of Labor said that the theory of compensation is not alone the paying of money to an injured employee or to his dependents. It means the prevention of accidents in the first place. In Michigan during the first year the compensation act was in effect fatal accidents were reduced from 2 to less than 1½ per day, and during the last six months of the operation of the act fatal accidents were reduced to less than 1 per day. He stated that in Michigan nonfatal accidents had been reduced from 100 per day to less than 65 per day.

A member of the Industrial Accident Board of Massachusetts said:

Taking up the matter of accident prevention, let us see what this would mean to Massachusetts if this 50 per cent of waste could be eliminated. There were 476 deaths from industrial accidents during the year beginning with July 1, 1912, and ending on June 30, 1913. During the same period there were 89,694 accidents reported to the industrial accident board. There were 10,568 accidents which resulted in the laying up of the worker for a period of from two to four weeks. There were 10,540 accidents which resulted in the laying up of the worker through total incapacity during a period of from four weeks to six months. If one-half of these accidents were preventable, nearly 250 lives might have been saved and the wage-earners in 250 families would still be at work providing for those dependent upon them, while an army of employees would have been kept at work all the time instead of being laid up and entirely or partially incapacitated through accidents that were preventable. There were 186,101 weeks' work lost during that year, and 4,342 persons were constantly disabled during that entire period.

XII. INSURANCE OF EMPLOYERS DOING BUSINESS IN DIFFERENT STATES.

The commission received considerable complaint from employers regarding their difficulty in securing insurance on employees operating outside of the State. Some of their workmen are at times sent out of the State to install machinery or aid in construction work, while others, resident of a foreign State, are employed there temporarily. The Massachusetts Supreme Court (case of American Mutual Liability Insurance Co., insurer, petitioner; Gould, employee; B. F. Sturtevant Co., employer) in holding that its law has no effect outside of the State and that if employees are to be compensated it must be under the law of the State in which they are employed, said that all considerations combined to—

forbid the inference that the legislature having used plain, unmistakable words to that end, intended our act to govern the rights of the parties as to injuries received in any other jurisdiction.

On communicating with the various insurance companies, it was ascertained that their practice is to insure all of an employer's workmen when he asks for it, even though they are at work out of the State, but in as much as they are to be compensated according to the law of the State in which they are at work, this necessitates fixing different rates of premium and, as a result, the policies are written separately, the employer being required to keep a separate pay roll covering the employees in each State for the purpose of arriving at the amount of premium. This proceeding raises some difficulty in the case of State insurance funds, and also quite frequently in mutual insurance companies, as both are limited to insuring employees under the law of a particular State and, therefore, can not issue policies covering any of the employer's workmen outside of the State. This is not true of all mutual companies, but applies to those that have been organized solely for the purpose of insuring under the compensation law of a particular State.

XIII. NONRESIDENT ALIENS.

Some of the States attempt either to deny compensation to nonresident alien dependents or to qualify and limit the benefits. While this question was not largely discussed by those whom the commission met during its investigation, considerable complaint was made by employers as to the difficulty of preventing imposition in the case of individuals claiming to be foreign dependents.

It can hardly be regarded as a good condition of this country if an incentive be given to employ foreigners with nonresident families, and such incentive would exist only where in case of injuries foreign families would not be entitled to compensation. It has been said that it certainly is not going to make for careful operation, if those in charge of an undertaking feel that a large part of the fatal injuries to the workers will not cost the employers anything, since the dependents of the victims live abroad. There is possibly some justification for basing the amount of benefit to a nonresident beneficiary upon the cost of living in his foreign domicile, and there has been a tendency in the various States to reduce the amount instead of denying all compensation to nonresident aliens. Consequently, an early rule, adopted in the New Hampshire statute, of excluding nonresidents of the United States was not followed by the other States. Instead, California limits nonresidents to one-half of the regular benefits; Kansas limits them to $750; Minnesota and Michigan give them full benefits; Nebraska permits commutation by paying two-thirds; and New York one-half of the total amounts of future payments; and Washington excludes all except father and mother, except where otherwise provided by treaty. Minnesota, Nebraska, and West Virginia provide that payments for nonresident aliens be made to the consular representatives of foreign countries.

Among the wage earners the feeling is general that laws should provide for the payment of compensation to alien dependents of workmen who have been injured or killed in the course of their employment. This attitude is based upon two considerations: First, that justice demands that such dependents should be provided for with-

out regard to the place or the country in which they reside; secondly, that a law which does not provide for alien dependents places a premium upon the employment of immigrants.

XIV. EMPLOYMENTS COVERED.

One of the principal purposes of compensation being to eliminate the technicalities and injustices of the old liability law, it is evident that an act awarding compensation for an injury in one industry and not for a similar injury in another industry not only leads to confusion but breeds a disrespect for the law. It must fall strangely upon the ears of a widow to say, "You and your children shall not receive compensation for the death of your husband, although your neighbor, another widow, and her children receive compensation, the reason being that your husband's work was not hazardous." In the words of one of the representatives of the Illinois Steel Co. before the commission at Chicago:

> The workman would not be likely to understand why one man should receive compensation and another should not receive it.

This discrimination exists in the State of Washington, where the compensation act includes only certain specified hazardous employments. For instance, teamsters engaged in one kind of employment are entitled to compensation under the act, no matter how slight the injury, whereas teamsters in other employments are not so entitled, notwithstanding the fact that the injury may be serious. This unsatisfactory result is peculiar to a compensation law which seeks to classify hazardous occupations, and is in direct contrast with States in which all employments, except certain specified occupations, are included.

The practical difficulty of applying an act limited to certain so-called hazardous occupations was apparent to all who discussed this feature at the various conferences. It was well stated at Cleveland by the manager of the accident and pension department of the American Steel & Wire Co., when, in speaking of the original Illinois compensation act, which has been amended to cover practically all employments, he said:

> My principal objection to the law in that State is that it attempts to define what may be hazardous and extra-hazardous occupations. In our Illinois plant we have accepted the act as a whole; but we do not like to be compelled to consult an attorney frequently to determine what may be called hazardous and extra-hazardous risks. It is very annoying to be compelled to consult counsel frequently for definitions—narrow definitions, as they may be termed—to determine the particular place where the law governing such occupations applies.

Other quotations to the same effect might be added; in fact, it was generally the view of employers that a system of law that imposed a different liability in different industries for the same kind of an injury was impractical, confusing, and unjust. And that it also was expensive, as it necessitated the employer carrying two kinds of insurance, one to cover compensation cases and another to cover accidents falling under the liability law. Nowhere did the commission find workmen asking for such a distinction, as their general attitude is that all industrial accidents should be covered. (For a detailed statement of the State laws on this question, see the "Digest of laws" in Appendix No. 1.)

XV. INJURIES COVERED.

What injuries ought to be covered by a compensation act is a question involving considerable difference of opinion. Many employers contend that they ought not to be required to pay compensation for injuries due to acts of the injured employee in violation of rules or orders of the employer. The workmen, on the other hands contend that where the work is so complicated as to require rule, and orders, the injuries resulting from the violation of such rules and orders are really a part of the hazard of the business and should be compensated, as the workman's mind is primarily upon his work rather than upon his own safety, and that, while to deprive him of compensation for such injuries may be proper under a liability law based upon negligence, it has no place in a system of workmen's compensation in which fault on both sides is ignored. This question is much like that considered in the determination as to whether the employee should be permitted to retain the common-law remedies against the employer for negligence where the latter has violated the safety statute or a rule promulgated by State officials for the safety of working men. As appears in Section XVII, employers are generally opposed to the retention of common-law liability even where the employer has violated a safety statute or rule, and the trend of legislation and the attitude of workmen has been favorable to the acceptance of this position. The recently enacted New York statute deals with both of these questions in the same way. It grants immunity to the employer from common-law liability for his violation of safety statutes by making the compensation remedy the exclusive one and at the same time ignores the employee's violation of a rule or order of the employer by granting him compensation for injuries except where the injury is occasioned—

> by the willful intention of the injured employee to bring about the injury or death of himself or of another, or where the injury results solely from the intoxication of the injured employee while on duty.

As will be seen from a digest of the laws (Appendix No. 1), a few of the States still retain the language of the English statute, which deprives employees of compensation where the injury was caused by "serious and willful misconduct" on their part, or this in substance. The industrial accident boards have given this language a narrow construction, and its full scope is yet to be determined by the courts. In considering the effect of this clause it must be borne in mind that the English statute, having been given a broad construction, and compensation, as a result, denied to many workmen for injuries resulting from the violation of orders and rules, was subsequently amended so as to prevent the application of the words "serious and willful misconduct" where the accident resulted in serious and permanent disablement.

INJURIES ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT.

Another clause, limiting the right to compensation for injuries "arising out of and in the course of employment," which appears in most of the American statutes, has been the source of a great deal of litigation in Great Britain and has been the basis of a considerable

proportion of the questions that have been arbitrated before the American commissions. Among those which have arisen under this clause in Great Britain and the United States are, whether employees are entitled to compensation for injuries in going to and from places of employment, for injuries at mealtime, doing forbidden acts, obeying unauthorized orders, acts in emergency, saving life or property, practical joking and playing, assault and battery by fellow workmen, malicious injuries, acts of God, injuries to commercial travelers and collectors, while receiving pay, and going after tools. Other cases might be named, but these are illustrative of the questions that arise under this provision.

So far neither of the above exceptions to the right to compensation have caused much litigation or controversy in the various States.

WHAT ARE ACCIDENTAL INJURIES.

The question also arises as to whether the nature of the particular injury is such as to entitle the workman to compensation. This brings up such questions as occupational diseases, defective medical treatment, sunstroke, frostbites, hernia, sprains, overexertion, heart disease, pneumonia, mental shock or fright, insanity, aggravation of preexisting disease, gas poisoning, blood poisoning, and erysipelas. Most of the statutes limit the right to compensation to personal injuries "by accident." Massachusetts and Michigan do not use the words "by accident," but the statutes of these States read "personal injuries arising out of" the employment, and consequently an effort has been made in these States to reach certain occupational diseases arising under circumstances that might not be called "by accident," and yet alleged to arise out of and in the course of employment.

In Michigan the board has given compensation for occupational disease. (Case of Adams *v.* Acme White Lead & Color Works; opinion by Industrial Accident Board of Michigan, under date of Oct. 28, 1913.)

A member of the Industrial Accident Board of Massachusetts said:

> Turning for a moment to the subject of occupational diseases, dusty trades, industrial poisons, and occupational diseases are responsible for an annual loss in the United States of $750,000,000 through needless diseases and disablement, and Massachusetts has its proportion of this enormous waste. The great majority of wage earners spend at least one-third of every 24 hours in the factory, mill, or shop. Conditions in many of them are such that the worker is unable to attain fullest efficiency by reason of the conditions which surround him, and this has a direct bearing upon the number of accidents or the quantity of the output per worker. All this imposes an additional burden on the taxpayer and increased expenditures in our cities and towns, in the departments of health, charity, education, and police. It has a direct bearing upon the cost of production, and it vitally affects the pocketbook nerve of the employer through high insurance-premium rates under the workmen's compensation act, through a diminished output and a lack of efficiency, due to insanitary conditions, overcrowded and ill-planned workshops, and a lowering of the vitality of the workers, so that they are incapable of producing the best results, thus limiting the output and increasing its cost.
>
> The Commonwealth has, through its general court, passed legislation that will bring these conditions to an end. In order to do so effectively and without the employment of harsh methods, Massachusetts depends upon the hearty and loyal cooperation of both employers and employees.

This commission found a general feeling among workmen in favor of the granting of compensation for well-defined occupational diseases.

XVI. CONTRACTORS' LIABILITY TO EMPLOYEES OF SUBCONTRACTORS.

In those States in which contractors are not liable by statute to pay compensation to employees of subcontractors a good deal of confusion arises, as quite frequently an employee does not know that he is not working for the principal contractor. He sees notices posted showing the principal employer to be under the compensation act, but when injured he receives nothing, owing to the fact that he is working for a subcontractor. This difference, if permitted to continue, may lead to a subletting of the dangerous parts of any work.

The justice of making the principal contractor liable to all workmen was generally admitted; in fact, their attitude on this question is another indication of the broad way in which employers are meeting the spirit of compensation laws. An official of the builders' exchange in one of the States visited took the position that men might refuse to work for a subcontractor who had not accepted the compensation act, and that the labor unions should insist upon the acceptance of the act by subcontractors. Some employers have written us that they always require a subcontractor to come under the law. One contractor wrote that in accepting bids he takes the man who has accepted the compensation act, even though his bid was higher. In Massachusetts an electrical contractor stated: "I was obliged to accept (the act) by general contractors insisting upon it before placing contracts with us." The result has been that the trend of legislation is toward making the contractor liable for compensation to the employees of subcontractors where the latter have not accepted the compensation act.

California, Connecticut, Illinois, Iowa, Kansas, Massachusetts, and Nevada have legislated upon this subject and have made the principal contractor liable to the employees of subcontractors. Minnesota and Nebraska have not gone so far, but limit their statutes to provisions preventing fraudulent schemes to avoid liability by letting out work on contract.

Evidence was offered the commission that such provisions were necessary. A representative of the Structural Iron Workers' Association in Michigan said:

> I know where a large number of men have sustained injuries in connection with their work in this State, and after receiving such injuries were very much disappointed in discovering they had been working for a subcontractor instead of the principal. They have a very good compensation law in the State of Ohio. I believe if the State of Michigan had a law similar thereto it would give more satisfaction. There is a great dissatisfaction with the law as it exists in this State. We find that many of our contractors evade the law in this respect. Unless the law is compulsory as far as requiring the employers to come under its provisions, I do not think it is of much advantage to the workmen. It is true, as has been stated here, that many men employed in shops and elsewhere are not familiar with the provisions of the law. I think a copy of the law should be posted where men are employed, so that every employee may become familiar with the requirements of the law. I think this feature of the law should be carefully considered and the men employed under a subcontractor should be protected.

A representative of the hoisting engineers said:

> In speaking for the hoisting engineers in their dealings with subcontractors I will say that 75 per cent of our men work under subcontractors and are therefore not protected by the compensation law. Our organization would recommend that the law be amended whereby the general contractor be made responsible for accidents that may happen under the subcontractor.

The president of a building trade employers' association thus gave his views:

We have been trying to educate our contractors with reference to the advisability and benefit of coming under the law. Would it not be for the advantage of the workman, for instance, to see that the man for whom he is working is under the provisions of the compensation act? He should see that he would be properly protected before he enters the employ of any contractor. I believe that the principal contractor and the workman have a common interest whereby they should see that the subcontractors come under the act. I think the interests of the contractor and the employee are identical. The principal employer who is under the provisions of the act demonstrates by so doing that he is anxious that the men working for him should be amply protected, and therefore he avails himself of the benefit of the act, not for himself alone, but also for the benefit and welfare of the workman and his family. It may be that the subcontractor may avail himself of not coming under the law because of the fact he will save the money required in connection with the necessity of availing himself of the expense incurred by going under the act. For instance, in bidding on a piece of work in competition with a man who is under the provisions of the act he may say that he can bid cheaper or lower than the other man who is under the act, because he is not obliged to pay the expense of being under the act. I can not understand why a workman should not interest himself sufficiently to see before he enters on his work that the man or firm by whom he is employed is under the workmen's compensation act. I think it is to his own interest to acquaint himself on this point.

XVII. EXCLUSIVENESS OF REMEDY.

When workmen's compensation acts were first written in this country, they retained the old system of employers' liability and added the new scheme of workmen's compensation, so that, after an accident, an employee could take his choice of accepting the compensation or suing the employer under the employers' liability law. Of course, in those cases in which there was no liability, the employee would naturally accept the compensation, while in cases where he felt that negligence had occurred he would pursue his remedy under the liability law.

The commission found that one of the prime considerations that induced employers to accept compensation acts was a desire to get away from the old system of litigation, waste, and uncertainty, and they objected for this reason to any retention of the old system. One of the early statutes was that of New Hampshire, which gave the employee his option after an accident as to which remedy he would pursue. This act has been accepted by only 21 employers in that State. One large employer from New Hampshire wrote:

We believe that the fact that an employee in New Hampshire has a right to elect after an accident whether he will accept compensation or pursue his common-law right of action is an exceedingly great detriment and deprives the act of much of its intended value. We take it that one object of a workmen's compensation act is to render definite and easily ascertainable the amount to which an injured employee is entitled, thereby settling the matter in his mind and in the mind of his employer and rendering unnecessary prolonged controversy or litigation. In as many cases as heretofore, the matter resolves itself into the same drawn-out and troublesome controversy that under the common law is followed upon the occurrence of accidents in mills and factories.

Another large manufacturer in New Hampshire wrote the commission:

In reference to our experience with the employers' liability and workmen's compensation law, I would say that this company has not as yet decided to accept this law as it at present stands. The objection that we find is the section that gives the employee the privilege to elect after an accident whether he will accept compensation or pursue the common-law rights. * * * As you get replies from other manufacturers throughout the State, we believe you will find a great many who have taken the same view of the law, which indicates that with this one change the law would prove to be workable.

Letters of the same import were received from other employers in New Hampshire who had refused to accept the act.

The commission found that employers, in discussing this question, generally made the argument that compensation acts are based upon the theory that the industry should be charged with the cost of industrial accidents, regardless of fault, and that if negligence of the injured workman is to be ignored and he is to recover compensation regardless of his acts, then likewise the employer's negligence, which in modern industry is generally the negligence of his servants and agents, should also be ignored.

The commission found that as employees became accustomed to the workings of compensation acts and realized that they were real and substantial and that payments were made promptly, they lost interest in the question of employers' liability laws; they generally expressed themselves as satisfied with a good compensation act and did not care for the option to sue under the liability law. While this was not always the case, it is rapidly becoming the dominating thought. In fact, the evolution of this legislation tends toward making the compensation act an exclusive remedy. While the early acts gave the employee an option after an accident as to which remedy he would pursue, the later statutes took this option away from him except in special cases. In these they require that he shall elect before the accident whether he will accept the compensation act, and, having accepted it, he is to be deprived of any other remedy except under certain specified circumstances. The latest New York statute not only pays a more liberal compensation than any other act so far adopted but makes workmen's compensation the exclusive remedy.

XVIII. MEDICAL AND SURGICAL AID.

Prior to the enactment of workmen's compensation laws, employers were not required to pay for the medical services furnished to injured employees except as included by the jury in fixing the damages in the small number of cases in which the employees recovered damages. Consequently, not only were employees often neglected at the time that they needed medical services but their physicians received remuneration only as the employee was able to pay.

Under all the compensation acts, except those of Washington and New Hampshire, employers are required to furnish medical service, although in Arizona, Kansas, Maryland, and Nevada pay for medical services is required only to cover the last illness in death cases. In some States the statute limits the services as to amount and in others as to length of time. That the employee is entitled to this allowance is generally conceded, and in many cases the employers and insurance companies are paying a larger amount than that fixed by the statute. As a rule, this additional expenditure is made for the purpose of facilitating the recovery of the workman so as to reduce the amount payable as compensation.

The cost of medical services, being larger than was anticipated when the statutes were first enacted, it has become an important item of expenditure.

According to the last report of the Employers' Mutual Liability Insurance Co. of Wisconsin, it has paid out and become liable to pay for medical services about 50 per cent of the amount that it has paid

to injured employees. The Industrial Commission of Wisconsin also states in its second annual report that—

> the cost of medical attendance, including hospital and nurse hire, has averaged about 50 per cent of the indemnity that has been paid to injured employees. On a basis of 50 per cent of the indemnity for medical attendance, there has been paid out during the year ending July 1, 1913, for medical, surgical, and hospital treatment $79,594.46, covering about 45 per cent of the industrial accidents of that State which come under workmen's compensation.

From this it would appear that for each dollar paid to an injured workman in compensation an additional 50 cents is paid to the doctor for medical attendance.

According to statements made to us by different insurance companies, the amount paid by them for medical services as compared with the amount paid for compensation varies greatly, though the experience in some States has not been large enough to give a true average. For Massachusetts, one company reports that on a wide experience the amount for medical expense is 43.8 per cent of the amount paid to workmen; another company gives 29 per cent and still another 40 per cent. Naturally, in a State paying a high rate of compensation, the proportion for medical attendance will be less, and likewise in a State having a one-week waiting period.

In considering the medical cost and the variations between the different percentages here given, it must be borne in mind that it is possible that in some of the reports given this commission there have not been fully considered the amounts to be paid as compensation in the future for accidents extending beyond the year covered. If this be true, the proportion of medical cost during the first year may be greater than it will be in succeeding years.

A large insurance company which reported to this commission a lower cost of medical service than that contained in other reports specifically stated that its figures were made—

> upon the basis of the amounts paid, plus the amounts which are going to be paid as the result of accidents. The amounts have not been simply those which we have paid out for medical attention and for compensation to workmen, as this would lose sight of the amounts still to be paid, both for medical attention and compensation to workmen on accidents already reported.

This company reported to the commission that the amount paid for medical services in Massachusetts was 29 per cent, Illinois 28, and New Jersey 20, and in discussing the question further said:

> Although Massachusetts shows a percentage slightly larger than the figures of Illinois, the figures do not show that the medical expenses have been greater in Massachusetts—they are simply greater in relation to the scale of compensation paid to the workmen. Our experience under the other compensation acts has not developed sufficiently to date to warrant our issuing conclusive figures. We believe, however, that the above percentages are upon a reliable basis, and we trust that they will be of service to you. We might add that our experience has shown that medical cost has increased more rapidly than compensation cost during the operation of an act. Your attention is called to the fact that the various compensation laws provide a high limit for medical attention, also a considerable period of time. Again, the medical attention covers a much larger number of cases than does the compensation, owing to the exclusion of one or two weeks. These conditions produce the large amount paid for doctors' services. The average cost per case in Illinois is $5.90, Massachusetts $5.30, and New Jersey $2.79. The New Jersey amount is low owing to the fact that this cost was low at the commencement of writing compensation insurance. The cost at this time is nearly as high as that of Massachusetts and Illinois. The manager of the claim department * * * tells me that he has no reason to believe that the doctors are making excessive charges * * *. This company has never favored the doctors'

contract whereby a company furnishes a doctor for every district. We have uniformly permitted the employer or the injured employee to select his own doctor, and find that has proven the most satisfactory way to handle the matter.

Another insurance company writes that it has paid out in Massachusetts $9,662.19 for compensation and $3,930.59 for medical services, a ratio of medical services to compensation of 40.6 per cent. The same company has paid out in Illinois $33,568.24 for compensation and $13,569.84 for medical services, the ratio being 40.4. The large percentage of cost of medical services is in part accounted for by the fact that as many of the disabilities do not last longer than two weeks the workmen are not entitled to compensation, while all of the injured are entitled to a doctor's bill.

The experience of a shoe manufacturing concern in Boston illustrates this phase of compensation. Of 11 accidents occurring in a plant of this company prior to July 31, 1913, only 2 required the payment of compensation, while all involved a medical bill. For these 11 accidents the total amount of compensation was $28.93, while the total for medical services was $84.50. The experience of this shoe company, while illustrating the large number of accidents in some industries which require medical expense but do not involve compensation, also is suggestive of the extent to which the amount of compensation would be increased if it were not for the requirements of the law which compel the employer to furnish efficient medical attention. Out of these 11 cases a large portion involved blood poisoning, and if they had not been given proper medical attention at least some of the number would have suffered serious losses.

The reports of the insurance companies to the Massachusetts Industrial Accident Board show that out of the 41,256 accidents for the year ending June 30, 1913, 26,609 required medical services without compensation; 10,827 entailed both medical services and compensation, and the remaining 3,820 compensation without cost for medical services.

However, an impression prevails that costs of medical services are excessively high and that physicians, knowing that bills are to be paid either by employers or insurance companies, charge rates higher than they would if their services were to be paid for by the employees for whose benefit they are rendered.

In Michigan the industrial accident board instituted an inquiry involving six industries and 19,295 employees and covering 3,757 accidents, and from this it would appear that the amount of money paid for medical and hospital attention was $8,032.03, and the amount paid to the employees and their families for compensation was $15,588.55.

The subject is a delicate one, and the commission found what it considered a tendency on the part of both employers and insurance companies to avoid antagonizing the members of the medical profession, whose expert knowledge is frequently a controlling factor in determining the extent of personal injuries. The medical profession has its professional standards which it desires to maintain and with which parties concerned are loath to interfere. There is generally an objection in the profession to working upon a salary or under a contract system, while many employers feel that by some such system the cost of medical attention could be reduced. There is a strong tendency to respect the physician and his standards.

An insurance representative in one of the Western States said to the commission:

The old-established hospitals have not made any increase in their rates, but there have been a number of industrial hospitals, so called, which are private enterprises conducted solely for the purpose of taking care of cases of this kind, which have charged fees that are higher than the fees charged by the older established hospitals, and if they have not done that they have charged the same fees and given service that was not as good. We have made it a rule that wherever we find such a hospital we will do all that we can to prevent a man from going to it. We find that, with the doctors, there are certain ones who overcharge. We make it a rule that we will recommend to each risk one or two doctors to whom they may send their men. We usually let them pick the doctors. We do not make any rule requiring the men to go to a particular doctor. We simply recommend doctors who agree to a fair schedule of fees. If a man has a doctor who happens to be a family doctor, we pay the bill unless it is excessive. If it is excessive, we submit it to the industrial accident board which has the power to rule on the reasonableness of the medical charge. The board has requested that we do so.

Others who appeared before the commission suggested that it would be a good move to have a provision in the law requiring that doctors' bills be referred to the State industrial board for consideration.

The Industrial Accident Board of Massachusetts, realizing the seriousness of the situation, held a conference in March, 1913, with the representatives of the medical societies of the Commonwealth of Massachusetts, which resulted in the appointment of an advisory committee and the adoption by that committee of certain recommendations referred to in Appendix No. 5. Under the law of Massachusetts the employer or the insurance company has the right to select a physician, otherwise neither is required to pay for the services, but through the cooperation of the industrial accident board there has been a working agreement with the insurance companies whereby the employee may select his own physician.

At the conference the chairman of the Massachusetts board, in presenting the matter to the physicians present, in the course of his remarks, said:

If I understand the law correctly in these matters, you have no right whatever to charge, simply because there is an insurance company in the case, any more than you would charge the injured man if he came to your office for your personal treatment and assistance. Remember that; because the continuance of this working agreement depends, as I have said, entirely upon you. This is all a question of cost. The insurance companies at first objected strenuously to this agreement. They said they could not do business if they could not select their own doctors, but the industrial accident board asked them to try it out, and so far it is working satisfactorily. * * * Some bills that have been refused payment by insurance companies have been fair, but others are exactly the contrary. When a young doctor, living and seeking practice in the neighborhood of the working poor, asks $5 a visit, sometimes making two visits a day, the answer is obvious. When doctors visit patients with a crush of the nerve of the thumb, or a lacerated wound, and claim they make three visits a day because of the necessity of administering opiates, what is the answer? These, however, are only the common everyday troubles with the medical features of the workmen's compensation act. Workmen's compensation laws which aim to compensate injured employees have a more far-reaching object in view, and that is the prevention of industrial accidents. The board is anxious that the medical profession should be properly compensated and not be deprived of any professional privileges, and especially that this great movement may be put on a firm and just foundation, and for these purposes calls this meeting and seeks your cooperation. The physicians of Massachusetts will receive at least five times as much in fees from the industrial accident board through the insurance companies as was received by them under the employers' liability act. The insurance association and the Government, if far-sighted, will not content themselves simply with the cure of the ills that are found to exist, but will aim at preventing them and getting the injured person back to work.

If the insurance company has not a voice, or only a minor voice, in the selection of medical treatment, will its opportunity and endeavor in the direction of prevention be seriously hampered?

The conference was attended by the leading physicians of the State, at which one of the physicians said:

It seems to me unfortunate that a law as good as this could not be carried on with cooperation, and that the medical profession should not be in a position to do its best most generously. In essence, we come here to-day to offer to give the board a committee to cooperate with it. The Massachusetts Medical Society and the Homeopathic Society stand ready to help. * * * I think the feeling of the profession, right or wrong, is that regarding the question of choice of a physician, the danger is on the side of the injured man—that he may get inefficient care. The injured man is going to make a great many mistakes, and not always get the best, but he will not knowingly seek cheap or unskilled aid.

Something of the enormous amount of hospital work performed by physicians and surgeons, a great deal charity work, was referred to by one of the physicians, who stated that:

There are upward of 80 hospitals and dispensaries in Boston for the treatment of the sick and injured. More than 300,000 persons receive treatment annually in these institutions. It has been estimated that at the prevailing rates for such services in private practice the labor rendered to these people every year by the medical profession would amount to between $8,000,000 and $10,000,000. The medical profession naturally feels that this charity work is overdone; that a certain proportion of these charity patients are well able to pay the doctor for his services; and that in view of the enormous amount of work necessary for the proper care of the worthy poor, they should not be required to serve those able to pay for treatment, including the members of insurance companies or other benefit associations, without compensation.

Another physician said:

I believe that the insurance companies are imposed upon in many instances, but there are honest men in the medical profession. All we want is fair remuneration; precisely what we would charge that individual if he were paying the bill himself. We are perfectly satisfied with that.

Another physician presented another phase of the situation:

There seems to be a great stress laid upon the percentage paid the doctors. The board seems to think that the new law pays the doctors a great amount. Now, if we were paying compensation to well people, we could easily understand why that criticism would be just, but we are paying compensation to a man more in need of medical service than he is of bread. If a man has a septic hand, it may be a question of life or death; if a man has a broken leg, it is a question perhaps of his future earnings. This is a social law that is going to do justice to the worker. It is going to place the whole cost of accidents in the right place. Any ruling that is going to lessen our earnings is not going to fulfill that theory.

The argument presented at the conference that the employees would get better service by having the privilege of selecting a physician was not always approved by employers whom this commission met at their various conferences. It was quite generally stated that the employee, except where he had a regular family physician, was indifferent as to the physician who should attend him, quite frequently was unacquainted with the physicians in the community and generally at the time of his accident was in no condition to give it consideration. That, on the other hand, the employer, if given the right to make the selection, would not select a cheap or inefficient physician, but would be interested from a financial point of view in getting good medical aid, knowing that the amount of compensation that he must pay the injured one would be increased if recovery was delayed or the extent of the injuries enhanced by poor

treatment. However, employers did recognize the considerations in favor of permitting the employee to select his physician whenever he cared to exercise a choice, and it is generally the practice even in the States that permit the employer or the insurance company to select the physician to recognize and adopt the wishes of the employee whenever he gives expression to them. The arguments offered by employers against being compelled to pay the bills of the physician selected by the injured person are that the physician, having no relation with the person who must pay the bill, would be more likely to be indifferent as to whether his charges were fair, and that the employee who selected him, not being called upon to pay the bill himself, would be at least indifferent, if not willing that the physician should either overcharge or make unnecessary visits.

In an effort to meet the situation, a group of manufacturers of Detroit have organized what is known as the Manufacturers' Mutual Hospital Association, the purpose and plan of which was described to this commission by one of its officers as follows:

With the passage by the State of Michigan of an employers' liability and workmen's compensation law, which became effective September 1, 1912, there immediately arose the necessity for more adequate hospital facilities for the care of injured workmen. Not that industrial accidents would increase through the passage of this act, but because the responsibility of medical and surgical care for the injured was placed directly upon the shoulders of the employer for the first three weeks following the accident.

Through the passage of this law, insurance rates immediately became much higher than heretofore, and a large number of empolyers decided it to be to their best interests to carry their own insurance. .

Realizing the shortsightedness of providing medical aid for an injured workman for but three weeks, and then turning him loose to shift for himself, thereby inviting additional treatment for the man of sundry and various sorts, all tending toward the lengthening out of a compensation period, thereby entailing additional cost, a number of Detroit manufacturers got together, and the Manufacturers' Mutual Hospital Association was formed.

A building at 484 Jefferson Avenue was secured, being fairly centrally located to the manufacturers along the river front, who were the originators of the project, and it has been completely equipped as a hospital. The building contains 27 rooms, 6 baths, is steam heated, electrically lighted, has large grounds, and with front and rear entrances. The wards are large, light, and well ventilated, and the private rooms are exceptionally fine, due to the fact that the building was at one time the home of one of Detroit's most representative men.

The staff consists of men of recognized ability, graduates of Yale, Cornell, and Johns Hopkins Universities, to which has been added considerable hospital experience. This immediately insures service of the highest quality.

The hospital association is organized on a mutual plan, the members being assessed on the number of their employees. Assessments are based on actual expenses, and rebates will be made should more funds be collected than absolutely necessary.

The method of handling the injured is as follows:

An accident occurs in the establishment of a member, the injured party is immediately taken to the hospital, where proper aid is rendered. If the injury be of a serious nature, he is immediately assigned to a ward or room, and is then taken care of until he has entirely recovered and is able to report back to work.

Should the injury be of a minor nature, not necessitating a stay at the hospital, he is sent to his home, provided that conditions at his home in the way of sanitation, etc., are favorable to his condition. If not, he is kept at the hospital.

These cases sent to their homes are instructed to return daily to the hospital for treatment, but if they are unable to do this a physician will call as often as necessary, and treat them at their homes until they are either able to report at the hospitals for further treatment or to return to work.

In addition to the staff of physicians, both in and outside, an inspector is employed, whose duty it is to keep track of all cases that are being treated at home or that come to the hospital, follow them up in change of address, bring them to the hospital if they do not report as instructed, make reports through the hospital to the employer, and in every way safeguard the employer's interests, so that the men receive the

very best medical and surgical care and are returned to work within the least possible time.

A complete record of cases is kept at the hospital, such as history sheets, treatment and call records, full data regarding the nature of the accidents, and in fact everything pertaining to each and every case. Should a difference arise between the employee and employer, making arbitration necessary, this detail information is immediately available.

This hospital plan is only a part of the general campaign of education by which we are endeavoring to teach the workmen that their interests are identical with those of the employer; that the employer is making every effort to work for their betterment in various ways, such as proper safeguarding of all machinery and dangerous places, giving them light, well ventilated, sanitary places to work, paying the highest possible wages, and taking care of them when injured, realizing fully that such a course tends toward increased loyalty on the part of the workman, bringing about a closer cooperation and gradually decreasing the width of the chasm which has long existed between capital and labor.

XIX. WAITING PERIOD.

All of the States except Washington and Oregon prescribe a waiting period beyond which disability must extend before compensation begins. The waiting period is one week in Texas, West Viriginia, Wisconsin, and Ohio, and two weeks in Rhode Island, Nevada, New Hampshire, New Jersey, New York, Kansas, Massachusetts, Michigan, Minnesota, Nebraska, Arizona, California, Connecticut, and Iowa. In Nevada, where the period was originally 10 days, it was made two weeks by amending the statute, and in the new California act in effect January 1, 1914, it has been made two weeks, where it had been one week before.

The commission found differences of opinion as to what constitutes a proper waiting period. Employees engaged in a line of work in which most of the accidents are slight look upon the wating period as unfair, while employees engaged in hazardous work, where accidents, if any, are of a serious nature, take but little interest in the length of the waiting period, except to ask that in case the disability extends beyond a certain term the right to compensation shall begin at the time of the accident, as has been done in several of the States. The statute of Wisconsin provides that where the disability lasts for more than four weeks the compensation relates back to the date of the accident. In Michigan and Nebraska the same rule prevails except that the disability must last for eight weeks before the right to compensation from the date of injury exists. The Illinois statute provides that in case the incapacity is permanent the right to compensation begins on the day after the injury. Many employers stated to this commission that the waiting period should be no longer than one week, but these were usually engaged in lines of work not involving serious accidents; in fact, in these employments, as one employer put it, "If we did not pay for small accidents, there would be no accidents for us to pay for." It quite frequently happens that this class of employers, without being required by law to do so, pay employees injured from the time of the accident and ignore the waiting period.

As a rule, workmen, even in the less hazardous industries, stated that they would rather have the compensation increased for the serious accidents than to have the waiting period reduced below two weeks; and that a man could better stand an occasional loss from inability to work during a short period if he were assured that he would receive adequate compensation for all serious injuries.

Some idea of the proportion of accidents which would be brought under the compensation act by reducing the waiting period from two weeks to one is shown by the statistics of the board of awards in Ohio, where the waiting period is one week. Out of 5,115 cases entitled to compensation, 1,128 were disabled more than one week and less than two. From the statistics of the Industrial Insurance Commission of Washington it appears that out of 12,380 accidents occurring in that State during the year ending October 1, 1913, 1,681 involved a disability of less than one week, and 3,157 covered a disability of more than one week and less than two weeks, so that more than a third of the accidents in the State, for which employees were paid, involved a disability of less than two weeks. In Massachusetts out of approximately 71,000 accidents occurring in the first year about 67,718 involved a disability of less than two weeks. These figures can not be compared, of course, with the figures given above in the other States for the reason that the number here given as incurring a disability of less than two weeks includes those workmen who were injured but not prevented from working as a result of their injuries, while in the States given above there was an actual loss of time. In California, out of 6,150 accidents coming within the jurisdiction of the industrial accident board, 2,409 involved a disability of more than one week and less than two weeks.

Some workmen are more or less influenced in their attitude toward the length of the waiting period by the nature of the injuries common in their respective occupations. Others have formed a judgment on experience with the act in their State. In Washington, where there is no waiting period, one of the commissioners stated to this commission that it would be better if there were a waiting period of two weeks, provided medical expenses were paid for by the employers and increased compensation given the workmen in the serious cases. The compensation in Washington averages about 40 per cent of the wages. Aside from the question of fraud, which may occur with no waiting period, is the expense connected with handling the small accidents, which is as large as the amount of money involved, if not larger.

A trade union representative in Massachusetts was of this opinion:

> The waiting time should be reduced to 10 or 7 days. Compensation should begin with date of accident when the injured person is entitled to any compensation; that is to say, when the injury extends beyond the waiting period compensation should be paid from the date of the accident.

From a representative of a Michigan trade union:

> Speaking for the beer bottlers, I will say that they are not very much benefited by the compensation act. For instance, one of our workers is injured by the explosion of a bottle. He is unable to handle the bottles by reason of a cut on his hand and he is not so severely injured that he requires the services of a physician. He is laid off for about two weeks and receives no compensation. I believe some steps should be taken whereby the waiting period be reduced to one week instead of two. In some cases the waiting period should date from the time the man received the injury.[1]

A representative of the Employers' Association of Ohio said:

> The employers are of the unanimous opinion that there should be a waiting period and that a reasonable time should be fixed to determine whether or not an injured employee is feigning injury.

[1] Simple safeguards, at small expense to the employer, would practically eliminate such accidents.

From a representative of a Michigan insurance company:

I think the 14-day waiting period is all right, especially if you take into consideration the fact that the injured person will receive compensation for the first 14 days, provided the period of disability extends beyond eight weeks.

A Massachusetts employer said:

I think the time for compensation should begin after the first week and not the second, as this is a hardship on many employees.

XX. AMOUNT OF COMPENSATION.

The amount of compensation varies in the different States from 50 to 66⅔ per cent of the wages of the injured employee, with besides stated allowances for amputations and certain other specified injuries. While the employers in States paying but 50 per cent of the workman's wages regard their assessment as fair and are fearful of the consequences of increasing it, this commission has not heard much criticism from employers in States in which a higher rate of compensation is paid. In fact, in the latter States there does not seem to be any more complaint about the cost than in States paying but 50 per cent. A representative of the Employers' Association of Cleveland, in response to an inquiry as to how the employers regarded the payment of 66⅔ per cent of wages for compensation, said:

In the first place, there was considerable opposition to that feature; but at the present time I think our members are satisfied with that provision of the law. They have become educated more and more since the law has been in force. The more enlightened our members have become on that subject the better pleased they are with it.

The principal points raised by employers with regard to cost were to have the amount of compensation definite and certain, to have uniformity in the different States, and to have the statutes so drawn as to avoid uncertainties and litigation with its consequent waste. This was well expressed to the commission by a representative of the Illinois Steel Co. when he said:

I will say that I have so much faith in compensation acts that I do not think it makes much difference how long the payments run, or what the amount of the payments may be, because the payments are distributed over the whole industrial community, and I might say over the whole Nation, in the long run. * * * There should be a uniformity as to the amounts paid in the different States.

The commission found no demand on the part of employers in the States paying a rate of compensation higher than 50 per cent for reduction or other change of the amount under their specific law. The States paying more than 50 per cent for compensation are: California, 65; Nevada, 60; Ohio, 66⅔; Texas, 60; Wisconsin, 65; and New York, 66⅔; while in all the other States, except Washington, the compensation is on a 50 per cent basis. In Washington, where the compensation is a specific monthly sum, the statistics of its industrial insurance commission show that the payments under the law average about 40 per cent of the employees' wages, which is the lowest rate of compensation.

The commission found a growing demand in the different States in favor of so extending the compensation period in cases of total permanent disability as to cover the lifetime of the unfortunate victim. This demand has been recognized in the statutes of several of the States. That employers and workmen are commencing to realize

that injuries of this kind, and in fact all serious injuries (rather than the minor ones), are those most requiring compensation manifested itself in the recent change in the policy of California. In its new compulsory act that State changed its waiting period from one week, under the old statute, to two weeks, and the compensation in cases of total permanent disability was extended through life. It is estimated by the California officials that this change will not add to the burden of the employer, the amount saved by changing the waiting period from one week to two covering the increased cost of the life provision in total permanent disability cases. This was agreed to by the workmen in that State, who felt that they could better stand the temporary injuries of two weeks' duration than those incapacitating them for life.

In considering the amount of compensation payable under a statute, the percentage of wages is but one element. Most statutes prescribe a maximum weekly amount, which varies in different States. Of course, under high wages, increasing the maximum will increase the total amount of compensation more than it will under low-wage rates. In Massachusetts an increase in the maximum, which is now $10 a week, would have affected only about 7 per cent of the employees injured during the year ending June 30, 1913, as only that percentage of those injured during that period were receiving more than $20 per week. In some States payment is limited to a certain definite number of years even in case of widowhood or for permanent total disability, while in others compensation is paid during the entire period of incapacitation.

Efforts are being made in some of the States to work out a schedule of compensation along scientific lines, so as to take into consideration the age of the employee, the effect of the injury upon his particular trade or occupation, and other varying conditions. The latest Wisconsin statute provides that in the case of permanent injury to an employee who is over 55 years of age, compensation shall be reduced by 5 per cent; in case he is over 60 years of age, the compensation shall be reduced by 10 per cent; and in case he is over 65 years of age, by 15 per cent. The recent New York statute provides that—

> If it be established that the injured employee was a minor when injured, and that under normal conditions his wages would be expected to increase, the fact may be considered in arriving at his average weekly wages.

Under this provision, compensation could be increased accordingly.

The California statute arranges a schedule depending upon the percentage of disability and provides that, in determining such percentages, account shall be taken of the nature of the physical injury or disfigurement, the occupation of the injured employee, and his age at the time of such injury. Under such a statute, a disability which interferes with the injured person carrying on his particular trade or occupation will be considered as involving a greater percentage of disability than a similar injury inflicted upon a person engaged in an occupation either not affected by the injury or affected to a less extent.

The Massachusetts Industrial Accident Board, in its report for the year 1913, states that it considers that the California law provides the most scientific method of computing partial disability, and that it hopes to present a similar schedule for the consideration of the Massachusetts Legislature.

There has not been sufficient experience under these schedules to permit a report as to their operation. However, it is apparent that the subject of working out a proper schedule is receiving considerable attention in the various States and involves a problem for the future.

XXI. CONTRIBUTION BY EMPLOYEES.

When the agitation for the substitution of workmen's compensation acts for employers' liability laws began to crystallize in the United States, a strong movement developed among employers to have the workingmen contribute from their wages a part of the fund from which compensation should be paid. In fact, the first Ohio statute provided that compensation to workmen should be based upon 60 per cent of their wages, 10 per cent of which should be contributed by the workmen. It is interesting to note, however, that while this law was in effect the employers did not as a rule require the workmen to make this contribution, even though having a legal right to deduct the 10 per cent of the cost from the pay roll. Employers stated to the commission that while originally they favored the plan of a joint contribution, they found that in operation it was impracticable and therefore of doubtful value, stating as a rule that no such deduction was made, and explaining that they preferred to bear the entire cost themselves. Ohio employers said that they not only did not want to bother with the bookkeeping details connected with the workmen's contribution but they did not want to take anything out of the employees' pay. The present Ohio law does not require the workmen to make any contribution.

When, some years ago, the question of joint contributions by employers and workmen was under consideration by the National Civic Federation (which, it is to be said was the first association in the country that undertook a study of workmen's compensation legislation and declared for it), it was the unanimous opinion of all the groups which comprise the federation that industry should bear all the financial burden of any compensation laws to be enacted in any of the States and that workmen should not be called upon to make any contribution to the fund from which compensation was to be paid. The sentiment expressed was that inasmuch as an injured workman accepted less than full wages as compensation, and in addition bore all the physical pain and mental suffering, he should not be called upon for any further contribution. This recommendation of the National Civic Federation, no doubt, had much to do in obtaining an acceptance of the now prevailing principle that industry alone ought to bear the financial burden and pay the monetary cost of compensation to workmen injured in the course of their employment.

A representative of the Cleveland Employers' Association stated to this commission:

> I think the subject of having the workmen contribute to the fund, and sharing the payment of a portion of the fund, would be of some interest to you. That is a very unhappy proposition. I do not know of an instance where any portion of the premium was collected from the workmen. That feature of the law is not received in good favor.

When asked for his opinion as to whether the attitude of the employers would have been different with regard to the joint contribution if the amount to be deducted from the workmen's pay had been larger than the 10 per cent provided by the Ohio law, he said:

> I do not think so. The employers did not care to bother with it.

He further stated that there was a feeling of dislike on the part of employers to make deduction from the pay of the men in their employ, and that—

such procedure always entails a great deal of explanation and it usually results in some ill feeling, even if it is not manifested on the surface.

XXII. LITIGATION UNDER COMPENSATION ACTS.

Legal controversies between employer and employee arising out of the latter's right to compensation or damages for injuries in his employment have practically ceased to exist among those employers and employees operating under workmen's compensation acts. Even in those States in which the employee is given some remedy in addition to his right to compensation, he very seldom exercises that remedy and it has become practically a dead letter and, as appears elsewhere, the more modern statutes are eliminating all remedies except the right to the statutory compensation. So far as the employee's rights under the compensation acts are concerned, there is but very little controversy, and his right to and the amount of compensation, and the length of his disability, are generally easily ascertained and agreed to by the parties, and such agreement confirmed by the industrial accident boards. Disagreements between the parties are decided by arbitrations with the right in most cases to appeal from the arbitrations to the full board and from the board to the courts upon questions of law. The decisions of industrial accident boards upon questions of fact are final. As a rule, the payment of benefits under the law commence with the expiration of the first week of compensation. In case of a difference between the employer and the employee calling for an arbitration, the arbitrations as a rule delay the payments not more than three or four weeks and in case of an appeal to the full board not more than four weeks additional. Quite frequently the payments commence even though an arbitration is called for, as the question involved in arbitration may not affect the amount of each weekly payment. This is also true in some cases where the appeal to the Supreme Court on a question of law is involved. The appeals to the Supreme Court, as a rule, involve the construction of some provision of the statute and are made for the purpose of settling the law upon that point. Such appeals have not occurred to any great extent; the courts have been resorted to for the purpose of settling questions arising under compensation acts in not more than 10 cases in any one State. The statistics from the State of Michigan well illustrate this situation. In that State, during the period of the first fifteen months of the operation of the act, approximately 15,000 compensation claims were paid, involving only 266 arbitrations, 61 appeals from the arbitration committee to the full board, and 10 appeals to the Supreme Court. In Wisconsin, during the period between July 1, 1912, and July 1, 1913, compensation was paid by the employers, without order of the commission, in 3,048 cases, hearings held and awards made in 50 cases, and 5 cases carried to the court for review. This condition is characteristic of the condition existing in at least all of the compensation States having industrial accident boards.

XXIII. ADMINISTRATION BY INDUSTRIAL ACCIDENT BOARDS.

The compensation acts of Massachusetts, Connecticut, Ohio, California, Illinois, Michigan, Wisconsin, Iowa, Texas, Nevada, Oregon, West Virginia, New York, and Washington provide for administration through an industrial accident board, though known in some of these States by different names. The Illinois act did not originally provide for it, but by the new act such a board is created. These boards are appointed by the governor of the State. Settlement agreements made between an employer and employee are filed with the board and must be approved by it to be effective. All questions are settled by the board and are conclusive, except questions of law, which are considered by the courts only on appeal from the industrial accident board.

Except in Texas and Illinois, whose boards have been organized very recently, and in West Virginia, Nevada, and New York (not yet appointed) this commission has held consultations with members of boards in all the States in which any exists. These officials, without exception, so far as this commission has been able to ascertain, are taking an active interest in their work and giving general satisfaction to both employers and employees.

When parties to a compensation case are unable to agree an accident commission stands ready to hold informal hearings and aid in adjusting the differences. In case this method fails, one of the members of the board, together with two other persons selected by the disputants, act as arbitrators. Under the law, a decision of these arbitrators may be appealed to the entire board.

The members of the boards become specialists. They get to understand problems that arise under the administration of the law; they know the type of people who come before them; they work out a uniform administration of the law; they bring about prompt adjustments; when accidents are reported and compensation agreements not entered into, they investigate; and they quite frequently return agreements for correction which contain amounts not proper for the particular injury and the consequent loss of time. In most of these States employers are required either by statutory provisions or by rule adopted by the board to file with it receipts showing that weekly payments have been actually paid as directed by the board. Everywhere, both employer and employee testify to the satisfaction given by the accident boards. They agree that the members of these boards are not only in full sympathy with the law but that in their decisions they give the employee the benefit of the doubt and all other benefits he is entitled to under the law. A few employers have resented State interference in what they claim to be their own affairs. Employers in general, however, state that they wish to uphold the law and have it carried out; and that they would rather have a liberal construction of a statute than be subjected to bickerings, antagonisms, and uncertainties. As already stated, what they are most interested in is to have the law uniformly executed and all uncertainties removed, so that they may know definitely the methods of the administering body and the burden that is likely to be placed upon their industries.

The fact that these boards have the power to investigate, and to refuse to approve settlement agreements in cases of noncompliance

with the law, makes employers and insurers careful in their adjustments and in their other proceedings under it. The employers and insurers of a State must in the course of the administration of compensation meet the same board in connection with every accident that occurs. Every employer knows that if he deceives or trifles with the board, his future acts will be subjected to a keener scrutiny. Every insurance company knows that if it does not treat employees fairly, or attempts to take advantage of them, the industrial accident board will know it and will be suspicious of its future acts.

The necessity that a board or official shall be intrusted with the powers that are invested in the industrial accident boards, and that failure to do so opens the door to fraud and imposition upon employees, is apparent when one considers that a great majority of the claims arising under the compensation law are for periods covering but a few weeks, involving a comparatively small amount of money, and that in many cases an injured employee, either from unfamiliarity with the law or from the feeling that the amount involved would not justify him in going into the courts with his claim or employing an attorney, would accept a less amount than he is entitled to under the law. With this opportunity open to them, employers, either themselves or through adjusters, might make settlements to their own advantage. No matter how well intentioned an employer or an insurance company might be, if its adjuster could make a percentage of saving in settling accident claims, a competitive advantage would be obtained and this practice would soon become general.

This state of affairs is illustrated in New Jersey, and the opportunity exists in other States acting without industrial commissions. In New Jersey there is no State record showing whether or not employees are being fairly treated under the act. By the law, settlements must be reported to the commissioner of labor, who places them on file, but he has no power to investigate or to supervise the settlements, and from statements made to this commission it would seem that only a part of the settlements are reported to him.

An examination of the records of the commissioner of labor of New Jersey showed that many of the reported settlements are manifestly irregular. The following are examples, it being an easy matter to select others: Finger amputated; injured party entitled to minimum amount of $425, plus unknown amount due for lost time; received only $250. Half of first finger amputated; entitled to $166; received $151. Death; beneficiaries entitled to $1,500; received $1,100. Death; entitled to $1,500; received $380. Death; entitled to $1,500; received $1,149. In each of the last three—the death cases—a lump sum was paid without procurement of an order of the court, as required by the statute. In another case, in which the beneficiaries were entitled to at least $1,500, they received nothing. On the face of these reports they appeared to be for a less amount than the law prescribes. Considering the opportunity for irregular adjustments that exists under the New Jersey law, it is fair to suppose that at least in some of these cases an injustice was committed. There is no way of proving whether or not the employees of New Jersey are receiving the compensation to which they are entitled. That is a serious defect in the system of that State. From information received by this commission, it seems probable that not over 60 per cent of the amounts payable under the New

Jersey statute are being paid. The opportunity for fraud exists, fraud that it is difficult to detect. This condition could not exist in a State having an industrial accident board with power to approve all settlements and follow up the payments and see that they are made in full.

The defect in the New Jersey law, with some of its consequences, was well described by Commissioner of Labor Bryant of that State in an address made at the 1913 convention of the New Jersey Federation of Labor, in which he said:

New Jersey has one of the most practical and workable compensation laws or employers' liability laws that were ever enacted in this country. It was practically the forerunner of this class of legislation, a type which has been largely followed by other States, but there is one defect which I consider serious, and which should be remedied. That law, after having been drafted, is practically turned adrift to work out its own salvation. I believe there should be some supervisory power over its operation. Employers and employees enter into compensation settlements absolutely at variance with the compensation schedule indicated by the law. The very object of the passage of the law was to see that the injured operative received fair and just compensation. This compensation was to be paid to him absolutely in accord with a specific schedule which had been prearranged. He was to get the entire amount. It was not to be frittered away in court costs or lawyers' fees. That was the fundamental object of the law. Fortunately we had a law enacted which requires the reporting of all settlements from casualty companies to the department of labor and also all settlements between a manufacturer and an employee providing there had been no insurance company in the matter. I want to tell you what actually happened yesterday. A girl came into our office seeking advice. She was injured on April 25, losing one of the phalanges of the first finger, and was unable to resume work until July 10, a period of 11 weeks. She was entitled to $21.50 for medical aid for the first 2 weeks, and $31.50 for temporary disability, plus $61.25 for permanent injury. The permanent injury compensation was not given to that girl, compensation for the amount which she would lose by inability to work, because the girl had to go through the balance of her life with a portion of her finger missing, and it was intended by that law that she should receive compensation on that basis.

This is the settlement made with that girl: Her doctor's bill of $13.50 was paid by the employer, but instead of $92.75 compensation due she was offered an insurance check for $28, providing she returned $14 of that $28 to her employer. Fortunately for that girl she came to our office and explained the matter. We made out the schedule I have read to you and gave it to her, showed her the section of the law, told her what she was entitled to, and told her to go to Judge Knichtel and get it. The girl fortunately had intelligence enough to come to the department of labor, but many such cases are being settled throughout the State without any supervision. So, it really brings itself back in a measure to the days of the old claim agents, when a man went to an injured person with a handbag full of $1 bills and tried to get the family to sign off for the undertaker's bill in one room while the remains were in another. That was the reason for passing this law. I maintain there should be some supervisory power and that before the employer is discharged of all responsibility and liability, the compensation should be approved by somebody. You might think that was an isolated case; of course it is a horrible example. We hate to think that any civilized person would be so small as to take advantage of a poor girl under such circumstances, but actual statistics prove that of all the reports we receive, 19 per cent of those settlements were made contrary to the schedule. Now, the very unfortunate part of our compensation law is the fact that our records show that approximately 19 per cent of the cases reported to us were paid in a faulty or irregular manner. Seven per cent did not receive any compensation. Fourteen per cent did not receive medical aid.

These figures are obtained from the reports filed by employers and they are based on the requirements set forth in the compensation schedule, which, of course, represents the serious aspect, that the real object of the law in 26 per cent of these cases was evaded. Some amounts were small and some were large. In one case $425 were due and they paid $250 and left the injured party short $175. The man signed for a discharge of all obligations. In another case $168 were due and $151 were paid, leaving a shortage of only $15, but that is a whole lot to the man injured and not able to work and get full compensation and having perhaps a family dependent upon him. In another case a party entitled to $282 received $257, leaving a shortage of $25. Let us ake a fatal case. In one case where the dependents upon a person killed were enti-

tled to $1,500 the compensation paid was only $380, leaving a shortage of $1,120. In another case where $1,500 were due to dependents of a workman killed the compensation paid was $650, leaving a shortage of $850. It is possible in some such cases, if we had heard both sides, that after the thing was analyzed and we were thoroughly acquainted with all conditions our computation might not have been absolutely correct, but in another case it would seem from the statements signed by the employers themselves that the figures we have arrived at are apparently correct, and in one case, according to all the records before us, the dependents were entitled to $2,700 and, according to the settlement, nobody got anything. The report was filed in the office at Trenton. These settlements are made out of court, and that is exactly what the law contemplates. It was not contemplated that every time a workman and his employer wanted to make such a settlement they must hire lawyers and go into court, but when they get together and make a settlement and the settlement is filed with the Department of Labor, I maintain that somebody should have authority to go over those figures and see that the poor man is getting his just due.

In Minnesota, while that State does not have an industrial accident board and the law is administered through the department of labor and industries, the commissioner of labor believes that the labor department "is watching the operation of the law as closely as any industrial commission could do, and that the courts are construing the law in a very liberal manner and are making awards in most cases in the interest of the employee." The provisions of the Minnesota law, designed to protect the employee against an improper settlement, require that settlements shall be substantially according to the provisions of the act and approved by the judge of the district court; that copies of settlements shall be filed with the commissioner of labor, and that he shall have power to assist employees in adjusting differences, shall observe in detail the operation of the act throughout the State and make report thereof to each session of the legislature, and shall make suggestions and recommendations as to changes to the legislature. This is an improvement on the New Jersey law in that it requires settlement agreements to be approved by the judge of the district court, whereas in New Jersey no official is charged with this duty.

Of the other States not having industrial accident boards, Rhode Island is the only one requiring that its settlement agreements be approved by public officials. In that State they must be approved by a justice of the superior court. There is no provision of law requiring the approval of settlement agreements in Kansas, Nebraska, New Hampshire, New Jersey, and Arizona.

The States having compensation acts without industrial accident boards to administer the law are Arizona, Maryland, Nebraska, New Jersey, New Hampshire, Kansas, Minnesota, and Rhode Island.

In Ohio, Washington, and California the board of awards administers the insurance fund and also makes the award; that is, it fixes the assessment and collects the fund from the employers and also makes the legal award and payment out of the fund to the beneficiaries.

The wisdom of this system—that is, the system of empowering the industrial accident board to collect the premiums from employers and to administer the funds—has been called into question. In response to an inquiry in regard to this view of the Washington law one of the members of the Washington commission stated:

> I have carefully watched the progress of the work for the last six months at least, and it seems to me there is a tendency to settle with the men before they are completely well, in the hope of getting them off the pay roll.

That is, the compensation pay roll.

In response to a question as to the advisability of having two commissions, one to administer the State insurance fund and the other to pass upon the awards, the answer was made very deliberately and after reflection:

I would answer this question thus: In my opinion the further the board dealing with the industrial unfortunates is removed from the board that has charge of the fund necessary to meet these obligations the better.

In Ohio, which also has a State fund administered by the industrial accident board, this commission heard no objections raised similar to those raised in Washington. As a matter of fact, Washington is the only State in which we heard this question discussed. This system only went into operation in California on the 1st of January, 1914.

Texas has an industrial accident board, although the law does not require the approval by that board of settlement agreements before they become effective.

While the Wisconsin commission is not required to pass upon settlement agreements, it has power to set aside, modify, or confirm such an agreement upon application made within one year from the time of the compromise. The commission, by its rules, requires the employer to file a report every four weeks during the continuance of disability, showing what payments have been made and the final disposition of the cases, and when the disability ceases to file a final receipt with the commission.

Under the present Illinois act, settlement agreements may be made without the approval of the State board, although the statute contains a provision forbidding any employee, personal representative, or beneficiary to waive any of the provisions of the act in regard to the amount of compensation which may be payable, except after approval by the industrial board.

The New York statute, to become effective July 1, 1914, involves still a different method of protecting employees against the making of improper settlements. It goes further than providing a board or official with power to pass upon settlement agreements, in effect preventing the making of agreements of this kind by giving to the commission, known as the workmen's compensation commission, power to hear the evidence, examine the proofs, and make the awards in the first instance in all cases.

It also requires that all insurance carriers and employers carrying their own risk shall deposit with the workmen's compensation commission financial awards due, and that the same shall be disbursed by them to the beneficiary.

While the Massachusetts and Michigan industrial accident boards permit the employer or insurance company to pay direct to the employee, it protects him against fraud by requiring, first, that the settlement agreements be approved by the board and, secondly, that the employer or insurance company file weekly receipts showing that the payments have been made, and then, like Wisconsin, require the filing of a final receipt showing the final payment. In fact, all industrial boards or State commissions have power under the statute to make rules and regulations and can make rules similar to that of Massachusetts, Michigan, and Wisconsin, and, in most States having such commissions, rules of this general character have been made.

The New York statute goes a step further, and instead of relying upon the protection afforded by the filing of receipts showing that the compensation awarded has been actually paid, requires the employer to make the payments to the New York commission, which then pays the injured employee or his family.

The mere requirement that settlement agreements must be approved by a public official does not entirely protect the employee unless some provision is made for following up the settlement agreements and knowing whether or not the provisions of the agreement are carried into effect and the beneficiaries actually paid. The Michigan and Massachusetts commissions are required under the law to exercise more supervision in this respect than any of the other commissions. The statute of Massachusetts requires that within 60 days after the termination of the disability of the injured employee the insurer shall file with the board a statement showing the total payments made or to be made for compensation and for medical services for such injured employee.

The Michigan plan of having receipts filed with the board for each weekly payment, followed by a receipt in full when the final payment is made, was commented upon by the chairman of the industrial accident board at a conference with this commission, when, in picking up a file of papers, he said:

> Here is a case that has been running for some little time that has an agreement in regard to compensation on the face of it, and here are receipts for compensation paid on the account. This continues right along until that checks out in full and the settlement is received.

Forms illustrating the methods pursued by boards or commissions are found in Appendix No. 4.

In conclusion, the States having various methods of supervising settlement agreements may be divided into groups as follows:

(1) Those States which, while permitting settlement agreements, provide no method whatever of supervising the agreements;

(2) Those States requiring the filing of such agreements with a public official without giving that official power to approve or disapprove them;

(3) Those States requiring the approval of such agreements by some official other than an industrial accident board;

(4) Those States which, though having industrial accident boards, do not require the board or any other official to approve or disapprove the settlement agreements;

(5) Those States having an industrial accident board and requiring the approval of settlement agreements by such board and the filing of receipts and vouchers with the board, showing the payments had been made pursuant to the settlement agreements; and

(6) Those States not permitting settlement agreements, but requiring that all cases be submitted to the State board and that the amount of compensation as fixed by the board be collected from the employer or insurance company by the board and in turn paid out by the board to the injured workman or beneficiaries.

XXIV. METHODS OF INSURING.

Under a compensation act weekly payments replace the lump sum paid under the liability law. But an employer solvent at the time of an accident, and hence competent to pay the full amount of a judg-

ment for a lump sum, may become insolvent afterwards and be unable to meet the series of weekly payments. An employee who is incapacitated for only a few weeks may be able to stand the loss in case the employer becomes insolvent during that time, a circumstance obviously less likely to arise than in the case of payments running for a long period. In the latter class of cases the injury itself being serious, the need for certainty of payment of compensation is the greater.

That it is usually to the benefit of the injured employee and his family that payments be made weekly instead of in a lump sum is generally accepted. Employees while recognizing this fact demand that they be secured in some way against the possible insolvency of the employer during the weekly payment period. The justice of this position was generally acknowledged by the employers when the commission met at its conferences. Many employers are but temporarily in a particular line of business or a special undertaking.

In New Hampshire an employer who accepts the compensation act is required to procure a certificate from the commissioner of labor as to his financial ability to meet the payments or to give a bond to the effect that he will do so. Of the 21 employers in New Hampshire who have accepted the compensation act one has given such a bond, and the solvency of the others has been approved by the commissioner.

Ohio met this difficulty by creating a State insurance fund, to be maintained by assessments on employers and administered by the State board of awards, the latter passing upon all claims for compensation.

Washington, adopting in principle the same method, also created a State fund, but made contribution to it compulsory by those employers covered by the compensation act.

Oregon, Nevada, and West Virginia also created State insurance funds, to which employers accepting the act must contribute. This constitutes the only method of insurance of those who accept the elective compensation acts of those States.

In Massachusetts, an employer accepting the act is required to insure his employees. The act provides for the formation of a mutual company. The directors of the company were appointed by the governor and afterwards elected by the policyholders. The act requires that employers accepting it must insure their employees either in this mutual company or in any other mutual company or a liability company authorized under the laws of the State.

Texas, whose act went into operation October 1, 1913, followed the Massachusetts plan.

Wisconsin provides that employers coming under its act, unless given permission by the State accident board to carry their own risk, must take out insurance with either a mutual or a stock company.

The Michigan act, which was passed after the Massachusetts and Wisconsin laws, adopted all four methods of insurance; that is, it permitted employers whose solvency was approved by the State board of awards to carry their own risk but required others to take insurance in either a mutual insurance company or a stock company or in the State insurance fund, the latter being administered by the State insurance commissioner and maintained by assessment on the employers electing to contribute to the State fund.

The California act, in effect January 1, 1914, is similar to the Michigan law in that it creates a State insurance fund, but does not

make insurance compulsory. It provides merely that the employer may insure in a mutual company, a stock company, or the State insurance fund.

Under the Connecticut law every employer accepting the act must furnish to the insurance commissioner satisfactory proof of his financial ability to pay compensation directly to injured employees or their beneficiaries, and file with the insurance commissioner acceptable security guaranteeing the payment of compensation, or else insure his full liability in a stock or mutual company or association.

The Illinois act provides that the employer, upon written command by the industrial board, must: (1) File with the industrial board a sworn statement showing his financial ability to pay the compensation normally required; or (2) furnish security, indemnity, or a bond guaranteeing payment by the employer of the compensation normally required to be paid; or (3) insure to a reasonable amount his normal liability to pay such compensation in a mutual or stock company or association; or (4) make some provision, subject to the approval of the board, for securing payment of the compensation provided for by the law.

Under the Iowa act, which does not take effect until July 1, 1914, every employer electing to accept the act must insure his liability, either in some mutual or stock company, except upon proof of his financial responsibility, approved by the insurance department of the State and the industrial commissioner, or by depositing with the insurance department satisfactory security.

Under the New York act an employer must secure compensation to his employees either by insuring in the State fund, a stock company, or a mutual association, or by furnishing satisfactory proof to the commission of his financial ability to pay such compensation himself, in which case the commission may, in its discretion, require a deposit with it of securities of the kind prescribed in the insurance law, the amount to be determined by the commission.

Arizona, Rhode Island, New Jersey, Nebraska, California, Minnesota, and Kansas do not, under their compensation acts, compel insurance on the part of the employer.

Under the employers' liability law there had grown up in this and other countries a system of indemnity insurance by which the employer protected himself against losses from liability damages. This insurance was carried both in stock and mutual companies, though some States did not permit the organization of mutual companies, and whatever business employers did in such a case was by correspondence between the insured and the home office of the mutual company. These methods of insurance did not protect the employee, but were adopted by the employer for the purpose of protecting himself against large and unexpected losses which might be ruinous to his business and of permitting him to know to a certainty the amount he must pay yearly. This practice spread his losses over a term of years instead of subjecting him to damages at any particular time. While indemnifying the employer for any amount he might pay out under the law, the payments were generally made directly by the insurance company to the employee, and they were often made whether the liability actually existed or was probable through judgment against the employer in an action at law. In some cases small

amounts were paid even in the absence of liability or where liability if existing was doubtful. Such payments were usually conceded on the theory that a lawsuit would involve expense and that it was economical to pay the amount to the injured person or his family and close the case. This resulted at times in the payment of ridiculously small amounts for serious injuries.

Statistics show that liability was effective in about two out of ten cases. The extent of the employers' liability, of course, differed in the States, and the statutes of each State changed from time to time while jury awards varied in amount. This state of affairs rendered liability uncertain, involved litigation and wasteful expense and resulted not only in a large portion of the premiums of mutual and stock companies being expended in litigation, but also in antagonisms between employer and employee and between these two and the insurance companies.

The policies of the stock and mutual companies were the same and indemnified the employer against loss under the act. The fundamental distinction between the two kinds of companies was that the stock company was operated for the profit of the stockholders while the mutual company was intended to return both profits and the savings through administration expenses to the policyholders. Notwithstanding the expected economies of the mutual companies the larger part of the business was written by stock companies. Employers were aware that under the mutual companies they were liable to assessment, an uncertainty in expenditures not existing in dealing with a stock company.

Under a workman's compensation law the insurance problem immediately changes. Instead of indemnifying an employer against uncertain liability, actually occurring in only a small percentage of injuries, the insurance is regularly made in favor of the employee in order to pay amounts fixed by the statute. Under a compensation act all doubt as to liability is removed, as it exists in practically all cases. The amount of compensation due under the statutes involves little litigation, and the tendency is toward elimination. (See Section XXII.) Consequently this waste is nearly done away with and the possibility of differences, with consequent antagonism between the employer, employee, and the insurer is proportionately removed. This is especially true, as has already appeared, in those States having industrial accident boards, where, the insurance being nearly if not quite compulsory, the cost of soliciting buisness is diminished and quite surely will continue to diminish.

This commission has been unable to find any differences in the treatment of the injured employee or his family in those States in which insurance is written either by stock companies or mutual companies, or by a State insurance fund, or through the employer carrying his own risk. As to these four methods of insurance, the law seems to be complied with through one mode as well as through any other, while payments are equally prompt. In fact, if evidence of any difference at all has appeared it has existed in the case of small employers who, not having had many accidents, have not become familiar with the law to the same extent as have the large employers and the mutual or stock companies or insurance fund officials. From the employers' standpoint, no objection was brought forward in the

States having either or all of these methods of insurance. The employees evinced an interest in the method of insurance only in so far as it might increase the cost of insurance and thus bring the employers to oppose the establishment of what the workmen feel to be a proper schedule of compensation. Employers stated to the commission that as they are paying twice as much for compensation now as they did for liability insurance under the old law, they feel that if they are willing to stand that extra cost they ought to be given the widest latitude possible in adopting any methods of insurance not injurious to the employees' interests. This desire on the part of the employers is very general; even in Ohio a large employer who voluntarily accepted the Ohio law and its methods of insurance stated to this commission that while he was satisfied with the Ohio law as at present working he would prefer that it give employers an option as to their method of insuring. The feeling of employers upon this subject was expressed by a representative of the safety committee of the Illinois Steel Co., which had accepted the compensation acts of all the States in which it has plants, when he said:

> In my judgment, the wider the options given to the employers in that respect the greater the satisfaction the compensation act will give. For instance, many men do not look at the matter in the same light. Some of the employers prefer to take out indemnity insurance; some prefer to carry their own insurance; some prefer to insure in a mutual company; some prefer to deposit the money in a bank or trust company for the benefit of the injured person; and there might be other ways. If you can give the employers the widest options in respect to the matter, or the widest latitude in the terms, employers will be better friends (of compensation) and the workmen will receive just as much protection. Therefore, I believe the optional plan is much preferable.

Employers naturally exhibited an active interest in the cost and administration of the law. Anxious to have access to the different methods of insurance consistent with a proper protection of the employee, they were opposed to giving the stock companies an exclusive field, and as a result the laws of several of the States have been so amended as to permit the organization of mutual companies and the establishment of State insurance funds. No opposition to the organization of State insurance was to be found except where the State fund was made the only insurance medium. The circumstance that the mutual companies are not writing as much business as the stock companies, or that State insurance funds may be doing less business than the stock companies, does not signify that these methods are not essential. The fact that employers who feel that the rates of stock companies are too high may turn to the mutual company or the State insurance fund has a healthy effect. It has resulted indeed in reducing the compensation insurance rates. Since the enactment of compensation laws reduction has taken place among all three classes of insurers. The work of mutual companies is in its infancy; many have been organized since the adoption of the compensation acts, and the method may be expected to grow in favor as employers become educated to its value.

Debate is being carried on among State insurance fund officials, mutual companies and stock companies, as to which will prove the most effective agent in accident prevention. This rivalry is wholesome. It is claimed by some that State insurance fund officials will not have the incentive and elasticity of administration and of merit rating that exists among mutual and stock companies. This is a

matter for future development. Some employers say that they see no reason why State fund officials, acting under the spur of competition with the mutual and stock companies, can not administer these funds as well as the companies, provided politics is eliminated and honest, capable men appointed to office. The mutual companies hold that it will be for the common interest of employers in this form of organization to keep down accidents in order to increase dividends and lower rates. Officers of stock companies assert that with their own officials working under the spur of the competition with mutual companies and States insurance they will be under a strong incentive to preserve their business and retain their positions. It is immaterial how the employers insure so long as the insurance protects the workmen.

POLICIES FOR BENEFIT OF WORKMEN AND FOR UNLIMITED LIABILITY.

In Massachusetts, Rhode Island, Minnesota, Nebraska, Iowa, and Texas all insurance policies under compensation acts are required to be issued for unlimited liability and for the benefit of the employees. In Michigan and Wisconsin the law does not so provide, but the Industrial Accident Board requires that all employers who accept the act must take out insurance of that kind. New Jersey does not require unlimited insurance and has no industrial accident board to impose this provision, but the companies writing insurance in that State and in California are issuing policies for unlimited amounts, payable to the employees and their families, regardless of the possible insolvency of the employer, so that employees are fully protected by the policies in vogue in all the States mentioned. The insurance companies protect every policy in case of catastrophe by forming a reinsurance bureau, contributed to by all the companies, out of which all claims for a single accident in excess of $25,000 are paid.

CARRYING OWN RISK.

Up to the present time, the officials passing upon the financial responsibility of employers applying for permission to carry their own risk in those States requiring insurance, in the absence of special permission, have apparently complied with the spirit and purpose of the statutes by granting the privilege in only a small number of cases.

In Michigan, out of 10,700 employers who have accepted the act, only 617 have been permitted to carry their own risk.

In Wisconsin, where the number of employers coming under the act can not be definitely determined for the reason that all employers of the State are under the act except those who have rejected it, only about 400 employers have been given permission by the industrial commission to carry their own risk.

In New Jersey, Rhode Island, Minnesota, Nebraska, and Kansas, where no insurance requirements are made, it is impossible to tell how many employers are carrying their own risk.

The compensation acts have not been in force long enough to determine what proportion of deferred payments will never be paid on account of the failure of the employer to insure the employee.

Some large employers in Massachusetts who have accepted the compensation act have taken their insurance in the Massachusetts

Employees' Insurance Association, and each member has been placed by that association in a special class, so that no one of them is affected by the conduct of other employers, and each receives in dividends its own savings, less the proportion of the premiums used for the payment of overhead expenses of the association.

There is considerable demand on the part of large employers for permission to carry their risk without insurance. They recognize the danger to the employee of such a plan unless it is carefully safeguarded, but claim that it ought to be permitted in cases of undoubted solvency, attended with the power of a board or commission to revoke the privilege whenever the employer's financial soundness becomes doubtful. However, this revocation, while protecting employees injured later, would not protect employees injured previously and entitled to deferred payments running through a long period during which the employer might become insolvent. The latter situation might be avoided by giving the State accident board power, first, to require a bond, deposit or other security for deferred payments in case the financial condition of the employer warranted such a step; and, secondly, to decide that upon the failure to make the deposit or give the bond or other security, the employee should be entitled to a judgment for the full amount of the deferred payments.

The arguments offered to this commission in support of permitting employers of undoubted financial ability to carry their own risk are: (1) The economy of administration, greatly reducing cost; (2) the existence of safety committees and well-administered schemes of accident prevention, reducing accidents and giving the employer a financial benefit in the lessened cost of compensation; (3) the existence of well-equipped hospital accommodations and a well-organized surgical force, giving immediate relief to injured employees and diminishing the cost of medical attendance; (4) the prevention of the relation of employer and employee from being severed during the existence of temporary injury; (5) the increased interest on the part of the employer in accident prevention, certain as he is to receive a financial benefit resulting from the reduction of accidents and from the resultant decrease of compensation cost; whereas, if he should carry insurance, it must, under the very best merit system, remain questionable as to whether or not he could receive all the financial saving arising from the reduction of accidents in his plant.

In Massachusetts, large employers with pay rolls running as high as $2,000,000 annually refused to accept the compensation act, giving as their reason that it would require them to carry insurance. The argument in favor of permitting the employer to carry his own risk, and thus to keep in touch with his employee during his injury, retaining the relation of employer and employee, so that the injured man could readily return to his position after injury, applies only in case of temporary injuries or those which do not totally incapacitate the employee, but permit him to work for the same employer at some other than his habitual employment, paying him more than the compensation act, and at the same time benefiting the employer and reducing the amount he should have to pay him in the form of compensation. It was admitted that this argument does not apply to injuries that result in death or that unfit the employee for working again for the same employer. With regard to these cases, employers seem to be willing to have the responsibility of making the weekly payments transferred to some third party, either an insurance com-

pany, a surety company, a bank or other depository. In fact, the amendment to the Illinois statute, recently adopted, which permits the employer, even when not insured, to transfer his liability to an agency of this kind, was the result of a demand by employers of that State.

Under the new Illinois act any employer against whom liability may exist for compensation may, with the approval of the industrial board, be relieved therefrom by depositing the present value of the total unpaid compensation for which liability exists, computed at 3 per cent per annum, with the State treasurer or county treasurer in the county where the accident happens, or with any State or national bank doing business in that State, or in some other suitable depository approved by the industrial board, the same to be paid out in installments to the beneficiary, unless commuted to a lump sum or by the purchase of an annuity in any insurance company granting annuities and licensed to do business.

An officer of the Illinois Coal Operators' Mutual Liability Insurance Co. stated before this commission that the above provision was placed in the new Illinois act "at the earnest request of the employers of that State." "There was," he said, "a very strong opposition expressed to the idea of carrying on a pension system. While we realize in many cases it might be beneficial and to the interest of persons receiving compensation to receive the amount of the sum in periodical payments rather than in a lump sum, we felt that the State should assume the details of the work in connection with that system and not impose the burden on business men."

MAKING DEPOSIT.

Another method of protecting employees against their employer's insolvency, which, however, has not been exercised to any great extent, is authorized under several of the statutes. By it the employer is permitted, after compensation has been fixed, to relieve himself from further liability by making a sufficient deposit in a bank for the benefit of beneficiaries. The Michigan Workmen's Compensation Mutual Insurance Co. follows this plan with all its deferred payments by depositing in the Union Trust Co. of Detroit the amount to which the beneficiary is entitled and issuing to him a book of coupons or checks executed and payable weekly. This plan has merit in the case of uninsured employers, as it protects the employee against future insolvency of the employer and imparts a sense of security to the beneficiary, who, knowing that the amount has been deposited to his credit in the bank, can draw upon it weekly or transfer the weekly payment to his personal credit. This latter condition, by the statement of witnesses, has actually occurred.

It was generally conceded by employers that, unless the law made insurance compulsory in all cases, it ought to require that those who do not insure the employees must after liability accrues make the necessary deposit or else have judgment entered against them for the full amount, the proceeds of the judgment, if collected, to be placed to the credit of the beneficiary under the same conditions. This would protect the employee against future insolvency of the employer, but would not protect him against insolvency existing at the time of the accident or of the entry of the judgment. The protection against

present insolvency could be strengthened by making the judgment a preferred claim, even as against mortgages or other liens created after the enactment of the law.

XXV. COST OF COMPENSATION.

There has not been sufficient experience under compensation laws in this country to determine just the amount of the burden, if any, placed upon employers by these laws. There is no doubt but that upon the whole the cost to employers is considerably more than the cost under liability laws as they existed at the time of the adoption of the compensation acts. While here and there one finds an employer whose cost has been less under the compensation act than it had previously been under liability laws, this condition is principally due to the limited experience that these particular employers have had. It can not be definitely ascertained whether or not the compensation act is costing employers more than the liability law, with the three defenses taken away, would have cost them for the reason that comparatively few employers have remained under the liability law since these changes were made, and the experience of those remaining under it has been too short. As pointed out in Section III, in the absence of compensation acts, the employers' liability would eventually have been greatly increased over what it is at present.

It is argued by many that the cost of workmen's compensation does not place a burden upon employers or upon industry, as it merely regulates a burden that already exists in some form or other, and distributes it by means of insurance, the cost of which is eventually paid by the public.

While some employers complained of the increased burden placed upon them by the compensation act, the commission found the general feeling among them that the increased cost was not a real burden and that there was a general willingness to pay it rather than to revert to the old system of employers' liability. They feel that compensation places one of the problems arising out of the relation of employer and employee upon a just basis; and that the cost, falling upon all employers, is added to the selling prices of their commodities and is paid by the public. This condition is brought about more readily in some industries than in others. It constitutes an addition to the labor cost which, instead of being paid out in the form of wages to be expended by the workmen upon their every-day living expenses, is placed in some one of the different forms of insurance funds to be saved for the day when misfortune overtakes the unfortunate victim of industrial accident while he is engaged in producing the commodities or supplying the services essential to the existence and happiness of the consumer. This does not mean that the actual cost to the public is necessarily increased, as a large part of this cost is directly borne by the public without a compensation act in the expenses of charities, court proceedings, and otherwise. The commission has not been able to determine definitely how much the court expenses will be reduced, but estimates have been made, which it believes are fairly accurate, that in large industrial centers at least a third of the time of the trial courts has been consumed in employers' liability litigation. This is all

removed under a compensation act so far as the trial courts are concerned. If these figures are correct, the cost of jury fees will be reduced one-third in manufacturing centers. To illustrate, in a county in the State of New York, having a population of about 300,000, the jurors' fees amounted to $44,883.17 during the year ending September 30, 1912; if these are reduced one-third, the saving to that county will be approximately $14,000 in jury fees alone. The overseer of the poor of a large city in the Middle West stated that the expense of his office and the amount paid out for poor relief has been reduced 25 per cent. A saving of poor-relief cost as a result of a compensation act means more than the saving of the cost arising directly from industrial accidents, for the reason that where injured employees or their families are placed in a position where they are compelled to seek relief of this kind, there is danger that some of them will be weak enough to acquire the habit, and continue to seek such relief in later years, although the direct result of the injury has been remedied.

A member of the Massachusetss industrial accident board made the following deductions for the commission:

By the reduction in the number of accidents and a lessening of their severity, hundreds of thousands of dollars in insurance premiums, now paid because of present conditions, will be saved; just as fire insurance premiums are most materially reduced for those who take steps to safeguard against fire.

Nearly one-half of the money now spent for workmen's compensation insurance can be saved to the employers, while the wage earners will save the loss of the half-wages they now lose when under compensation, for they will not be injured and will therefore keep at work continuously instead of suffering pain personally, and their families privation, if not actual want. Through this saving, other and material benefits will accrue to the employees.

The present source of social waste runs into enormous figures. It is estimated by those who have made a study of industrial accidents that 50 per cent or more of such accidents are preventable; 25 per cent, judging from experience in those great workshops where this matter has been given most serious attention, can be prevented by the adoption of safety devices; from 25 to 40 per cent can be eliminated by educational work, instilling the safety idea into the minds of the workers and, in fact, of all the people in this Commonwealth.

The only information that this commission has received upon the subject of increased cost under workmen's compensation laws is that derived from 526 employers in different States, who reported their cost under the act with a comparative statement of their cost under the liability law for a similar period. These employers have paid under the compensation acts a total of $1,215,690.50, and for a similar period the same employers paid under the liability law, either in the form of insurance premiums or in payments direct to their employees, or both, the sum of $730,857.24. These reports, divided into States, are as follows:

State.	Paid under compensation act.	Paid under liability law.
California	$19,500.39	$19,198.25
Illinois	295,464.98	254,020.61
Kansas	2,656.85	2,058.90
Massachusetts	212,782.89	75,262.86
Michigan	328,774.00	158,838.22
New Jersey	19,550.45	8,803.82
Ohio	52,435.12	32,881.73
Rhode Island	69,368.99	23,416.87
Washington	166,547.53	120,399.46
Wisconsin	50,608.30	36,026.52

The Massachusetts industrial accident board, in its report for 1913, publishes the result of its investigation as to the amounts paid beneficiaries of employees who were not under the compensation act and the amounts such beneficiaries would have received had the employees been uder the compensation act. The board found that such beneficiaries received only $60,322.42, an average amount in each case of $701.42, whereas had the employees been under the compensation act, the beneficiaries would have received $164,488, an average of $1,900.57 in each case.

STATISTICS.

No real knowledge of the operation of workmen's compensation acts can be acquired until complete statistics have been gathered. This is distinctly a public function, as the statistics should be gathered as a public benefit and be open to the use of all. Some of the States have recognized this necessity by requiring that State boards shall compile statistics. In those which have attempted such work the experience has been too short to reach a conclusion, but a good start has been made. However, this commission is of the opinion that the appropriations made in the different States have been inadequate properly to organize statistical departments. Injustice that may exist through the law can not be remedied until the facts are known, and the facts can not be known until complete statistics have been compiled. The insurance features of the law can not be worked out properly in the absence of statistics. The commission found everywhere a demand for statistical information. The State commissions are doing their part but are handicapped by lack of funds. This commission has no hesitancy in reaching the conclusion that the people of the several States are anxious to have created and maintained well-equipped statistical departments. There are presented herewith such statistics as the commission has been able to compile through the courtesy of the different industrial accident boards. (See Appendix No. 7A.)

XXVI. SUMMARY AND CONCLUSIONS.

In conclusion, the commission found that workmen's compensation acts, either compulsory or elective, have in a large part of the country become the prevailing method of adjusting the financial losses inflicted upon workmen by industrial accidents, and that not only are more than 5,000,000 workmen now operating under compensation laws, but that laws going into effect during the coming year will bring several million more workmen under this system. Even elective acts have been so generally accepted by employers and employees in States where they are in force that in those instances a vast majority of industrial accidents are covered. In those States that have had experience under the law general satisfaction is given both to employer and employee, and the opinion is generally expressed by those whom the commission met that such principle will soon be the ruling doctrine throughout the country. Nevertheless, here and there an employer was found who, owing largely to his peculiar kind of business or his particular experience, criticizes the principle of the law. These cases, however, were scattered and were confined as a rule to men who had few if any accidents in their plants. Some employers had

not accepted the law for the reason that they were carrying on plans of their own which they considered better.

While at the outset the compensation acts were not exclusive, but were given in addition to the workmen's common-law right of action for negligence, the tendency to make the compensation remedy the exclusive one has grown until now the majority of the statutes furnish an exclusive remedy, and it can be well said that the principle of making the remedy exclusive, provided the compensation is adequate, is now accepted by both employers and workmen as the proper method.

The laws have improved the relation existing between the employer and employee; they have had a marked effect upon accident prevention by calling attention to the subject and exciting interest in safeguarding machinery and in the organization of safety committees, and they have created a general campaign for accident prevention. The difficulties feared by some employers and some workmen have not, to any great extent, materialized under the actual operation of the laws; while the commission heard some statements to the effect that the laws lead to fraud, deception, and malingering on the part of employees, and discrimination by employers against certain classes of workmen, these complaints have generally come from those who have had little or no experience under such a law, or have had so few accidents in their establishments that their opinion can hardly be considered against those of men at the head of establishments who have had a large and active experience even in the short time that the laws have been in effect. The latter class of employers generally stated that they have found little, if any, malingering or deception; that that can be avoided; and that the laws are easy in administration and fair in their operation. However, it is claimed by some that there has not been sufficient experience, during the short time that the statutes have been in force in the United States, for these troubles to develop; that they do exist in European countries; and that they will develop here unless the administration of the laws is safeguarded in these respects. (See extract from Report of Massachusetts Industrial Accident Board, Appendix No. 5a.)

In the States where there are industrial accident boards having power to pass upon settlement agreements, to make rules and regulations, to require the filing of receipts showing the actual payments of compensation to the men, and having arbitrations and hearings before them in cases of dispute, there was found no danger from fraud or deception on the part either of the employer or the workman. In these States the law is being fairly administered, and employees are receiving promptly their full compensation under the law. It is evident that the law can not be well administered except through a board or officials charged with powers and duties similar to those of the existing State boards.

It is the general opinion both of employers and workmen in the States covered by this inquiry that all employments—with the possible exception of farm labor, domestic servants, and casual employments—should be included, and that any restricted classification is not only unjust but leads to confusion and uncertainty.

The subject of medical attention to injured employees is one of utmost importance. With a few exceptions, the States require that the employer, in addition to the compensation, shall pay the medical

bills of the injured workmen, with certain restrictions. Outside of the State of Washington, the commission found no sentiment opposed to this requirement, it being generally conceded that the workman is not only entitled to medical treatment in addition to his compensation, but that it is to the interest of the employer and society to see that he receives it, thereby to minimize the extent of the disability. There has been a great deal of discussion, however, with regard to the cost of medical service. Various methods have been suggested and are now being worked out in different States for the purpose of reducing this cost which amounts to a sum equal to 40 or 50 per cent of the amount of compensation received by the workmen.

The amount of compensation has aroused considerable discussion, and it varies from 50 to 66⅔ per cent of the wages of the injured employee, with minimum and maximum weekly amounts varying in different States, to be paid during the period of his incapacity or, as in some States, limited to specified periods, with definite allowances for amputations and certain enumerated injuries. While employers, in States paying only 50 per cent of the injured workmen's wages, feel that their schedules are fair and are fearful of the effects of increasing the percentage, there is not much complaint from employers in States having a higher rate of compensation. Employers do, however, insist that the amount of compensation should be definite and certain, with as much uniformity between the different States as possible, and with the statutes so drawn as to avoid uncertainties and litigation with its consequent waste. There is considerable sentiment among employers in favor of having the elective acts made compulsory so that the cost will be uniform. Among workingmen the sentiment for compulsory compensation laws is practically uniform, and the tendency of legislation is in the direction of compulsory enactments. This is evidenced by the recent change in Ohio and California from elective to compulsory acts, and by the adoption in New York State of a compulsory act.

Litigation, so far as accidents to workmen are concerned, has been practically eliminated in the States in which compensation acts have been generally accepted by employers. About 2 per cent only of the compensation cases are disputed so as to require arbitration; not more than 10 cases out of 10,000 compensation cases have gone into the courts. The payments of compensation to employees are prompt and usually commence at the end of the second or third week, and where arbitration is had, the payments are not delayed on an average more than three or four weeks.

One of the most difficult problems, and one that has caused more diversity of views than any other, is that of protecting the injured workman against the insolvency of his employer. As the payments are not usually made in lump sum but extend in some cases through a long series of years, this is important from the standpoint of the workman and his family. The commission found it generally accepted by employers that the workman was entitled to as full protection in this respect as possible. The only difference in opinion was as to the method of protecting him or insuring him. In most States the commission found the workman indifferent as to the method of protection so long as he was properly insured against default on the part of the employer. A strong feeling existed among employers against being

restricted in their methods of insuring. Many large employers wanted to carry their own risks without insurance, provided they could show that their financial condition would warrant it, claiming that in that way they could better carry on their safety plans. Employers, generally, objected to being confined to any particular class of insurance. Some wanted power to create mutual insurance companies and, in most States, laws have been passed permitting this; others desired permission to insure in stock companies; while others wanted the State to create an insurance fund by assessment upon employers.

There was found no great objection among employers to either of these three forms of insurance, provided the employer is not restricted to any one method but is given the option of procuring his insurance through either one of them. In States in which either of these methods, or all of them, were in operation, there was little, if any, complaint as to the methods of making settlements or payments. It was generally felt that, with an industrial accident board passing upon all settlements and determining all differences and with such other restrictions and regulations as might be necessary, both employer and employee were protected under these three methods of insurance, and that the employer received the benefit of the competition resulting between them. The mutual companies have undoubtedly, by their competition, aided in the reduction of rates to a larger extent than the amount of their business would indicate, as they furnish a field to which employers can go in case they feel that the rates of stock companies are too high. This is also true of the State insurance funds, except that they have been organized to a less extent and have done a smaller business than the mutual companies.

Respectfully submitted.

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J. WALTER LORD,
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Commission to Study Operation of State Workmen's Compensation Laws.

JANUARY 15, 1914.

APPENDIX.

No. 1. DIGEST OF PRINCIPAL PROVISIONS OF STATUTES IN FORCE JANUARY 1, 1914.

(1) ELECTION—HOW MADE.

Arizona.—Elective with respect to nonhazardous employments only. (Compulsory on employers engaged in enumerated hazardous employments.) Election made by agreement between employer and employee.

Connecticut.—Contracts of employment conclusively presumed to include mutual agreement between employer and employee to accept unless contract contains written stipulation to the contrary, or unless a written or printed notice indicating a refusal to accept the act is made by one party to the other and to the compensation commissioner of the district in which the employee is employed.

Illinois.—Acceptance is presumed as to certain classes of employers enumerated in the statute in the absence of a notice to the contrary posted in place of business and filed with the industrial board. As to all other employers, an affirmative election to accept the act must be made by notice of such election filed with the industrial board. All employees of employers who have accepted the act are presumed to have made a similar election, unless within 30 days after employment or acceptance by employer such employee files notice of nonacceptance with the industrial board, which in turn notifies the employer of his employee's nonacceptance.

Iowa.—Acceptance of the act is conclusively presumed on the part of employers in the absence of a notice posted in a conspicuous place and filed with the industrial commissioner. Employees of such employers are presumed to have accepted in the absence of notice served upon employer and industrial commissioner.

Kansas.—Election by employer to accept presumed in absence of notice thereof posted on the premises of the employer and filed with the secretary of state. Every employee of an employer who has not rejected the act is presumed to have accepted it unless he files with the secretary of state before injury a written declaration of the intent not to accept.

Maryland.—By contract in writing between employer and employee.

Massachusetts.—On part of employer, by becoming a subscriber either to the Employees' Mutual Insurance Association created by the act or insuring in an authorized liability insurance company, and giving written or printed notice to employees of such fact, and filing duplicate with the industrial board. The employee of an employer who has

accepted the act is presumed to have accepted it unless written notice to the contrary has been given by him to the employer either (1) at the time of hiring or (2) within 30 days after the employer's acceptance, if such acceptance be subsequent to date of hiring.

Michigan.—On the part of employers, by filing with the industrial accident board written acceptance, stating method proposed for payment of compensation; which, however, does not become effective until approved by that board. Must, within 10 days after approval, post notice of acceptance of act. Acceptance binding for one year and for each successive year, but employer may withdraw such acceptance as of the expiration of any year by filing notice with board at least 30 days prior to expiration of such year. Employee must give employer notice in writing of election not to be subject to provisions of act within 30 days after acceptance by employer, or, where he enters employment after acceptance by the employer, he must give notice in writing at that time that he elects not to be subject to the provisions of the act. Employee may subsequently waive such notice of nonacceptance by a statement in writing, which takes effect five days after it is submitted to the employer.

Minnesota.—On part of employers: Election to come under compensation features of the act is presumed in the absence of affirmative election to the contrary, by written notice posted in place of business and duplicate thereof filed with labor commissioner.

On part of employees: Election to accept compensation under the provisions of the act is presumed in the absence of affirmative election to the contrary, by written notice to employer and duplicate, with proof of service, filed with labor commissioner.

Nebraska.—Employee's acceptance of act presumed unless otherwise expressly stated in the contract of employment, or unless notice to the contrary be posted in the place of business and filed with the insurance commissioner. Employees of one accepting the act presumed to accept unless notice of rejection is served upon employer and filed with insurance commissioner.

Nevada.—Every employer covered by the act is conclusively presumed to have elected the compensation provisions of the act, in the absence of affirmative election to the contrary, by written notice posted in the place of business and filed with the commission.

All employees affected by the act are conclusively presumed to have elected to take compensation in accordance with the terms of the act, in the absence of written notice served upon the employer and filed with the commission.

New Hampshire.—By employer filing notice with commissioner of labor and either filing bond for payment of compensation or receiving certificate from commission of labor as to his financial responsibility. Election by employee is not made until after injury and then by his election to accept compensation in lieu of right of action for damages as it existed prior to the act.

New Jersey.—Employer's election presumed in absence of written notice to employee or expressed in a provision in the contract in hiring. Employee's acceptance, where employer has accepted the act, is presumed in absence of written notice to the employer or stipulation in contract of hiring to the contrary.

Oregon.—Employer's acceptance presumed in the absence of a written notice to the contrary filed with State industrial accident commission. Acceptance by employee of an employer who has not rejected the act, presumed unless notice to the contrary is given the employer at the time of hiring or within 15 days after recall by employer of his own nonacceptance.

Rhode Island.—On the part of the employer by filing with the commissioner of industrial statistics a written acceptance of the provisions of the act, and by giving reasonable notice to his workmen by posting copies of such statement in conspicuous places about the places where the workmen are employed. Acceptance binding for one year and sucessive years, subject to cancellation as of expiration, of any year upon 60 days' notice as provided in case of acceptance.

An employee of an employer who has elected to accept the act is bound by the same unless he gives notice to the employer and files a copy with the commissioner of industrial statistics, which acceptance can be revoked by the employee by filing with the commissioner a notice, at least 60 days prior to the expiration of the first or any succeeding year and giving notice of the same to his employer.

Minors shall be deemed sui juris for the purpose of the act; but if a minor has a parent or guardian, such parent or guardian may give notice. In the absence of notice the minor employee is bound by the act.

Texas.—By the employer by becoming a subscriber to the Texas Employees Insurance Association or insuring his employees under the compensation act in some stock company authorized to do business in the State. The employer's election is binding upon all his employees.

Washington.—Any employer and his employees engaged in works not specified as extra hazardous may, by their joint election, filed with the department, accept the provisions of this act, otherwise the act is compulsory.

West Virginia.—By the employer's electing to pay premiums into the State workmen's compensation fund and posting notices in conspicuous places about his place of business. Employees remaining in their employment after such notice are bound by it.

Wisconsin.—Every employer with more than four employees is presumed to have accepted the act unless he files with the industrial commission a statement to the contrary. Other employers must make an affirmative election and file a statement of same with the industrial commission. Employees of an employer subject to the compensation provisions of the act are bound by same unless they serve notice of rejection to employer, either (1) at time of hiring, or (2) within 30 days after the employer's acceptance, if such acceptance be subsequent to date of hiring.

EMPLOYMENTS COVERED.

Arizona.—The operation of steam railroads, electrical railroads, street railroads, by locomotives, engines, trains, motors, or cars of any kind propelled by steam, electricity, cable, or other mechanical power, including the construction, use, or repair of machinery, plant, tracks, switches, bridges, roadbeds, upon, over, and by which such railway business is operated. All work when making, using, or necessitating dangerous proximity to gunpowder, blasting powder, dynamite, compressed air, or any other explosives. The erection or demolition of any bridge, building, or structure in which there is, or in which the plans and specifications require iron or steel framework. The operation of all elevators, elevating machinery, or derricks, or hoisting apparatus used within or on the outside of any bridge, building, or other structure for conveying materials in connection with the erection or demolition of such bridge, building, or structure. All work on ladders or scaffolds of any kind elevated 20 feet or more above the ground or floor beneath in the erection, construction, repair, painting, or alteration of any building, bridge, structure, or other work in which the same are used. All work of construction, operation, or repair where wires, cables, switchboards, or other apparatus or machinery are in use charged with electrical current. All work in the construction, alteration, or repair of pole lines for telegraph, telephone, or other purposes. All work in mines and all work in quarries. All work in the construction and repair of tunnels, subways, and viaducts. All work in mills, shops, works, yards, plants, and factories where steam, electricity, or any other mechanical power is used to operate machinery and appliances in and about such premises.

California.—All employments in the ordinary course of the trade, business, profession, or occupation of the employer, except farm labor, domestic service, and casual employments, and employments in interstate commerce not subject to legislative power of State.

Connecticut.—All employments by an employer having regularly five or more employees, except casual employees and outworkers.

Illinois.—All employments by the State or any of its governmental agencies, or by any person, firm, or corporation, including public service, religious, or charitable corporations or associations, who has any person in service or under any contract for hire, but excluding casual employments and those not in the usual course of the trade, business, profession, or occupation of the employer.

Iowa.—All employments, except farm laborers or other laborers engaged in agricultural pursuits, household or domestic servants, or casual employees.

Kansas.—Only employments in the course of the employer's trade or business on, in, or about a railway, factory, mine, or quarry; electric, building, or engineering work; laundry, natural-gas

plant, county and municipal work, and all employments wherein a process requiring the use of any dangerous explosive or inflammable materials is carried on which is conducted for the purpose of business, trade, or gain; each of which employments is hereby determined to be especially dangerous in which, from the nature, conditions, or means of prosecution of the work therein, extraordinary risk to the life and limb of the workman engaged therein are inherent, necessary, or substantially unavoidable, and as to each of which employments it is deemed necessary to establish a new system of compensation for injuries to workmen. This act shall not apply in any case where the accident occurred before this act takes effect, and all rights which have accrued by reason of any such accident, at the time of the publication of this act, shall be saved the remedies now existing therefor, and the court shall have the same power as to them as if this act had not been enacted. Agricultural pursuits and employments incident thereto are hereby declared to be nonhazardous and exempt from the provisions of this act.

It is hereby determined that the necessity for this law and the reason for its enactment, exist only with regard to employers who employ a considerable number of persons. This act, therefore, shall only apply to employers by whom five or more workmen have been (employed) continuously for more than one month at the time of the accident; provided, however, that employers having less than five workmen may elect to come within the provisions of this act, in which case his employees shall be included herein, as hereinafter provided; and provided further, that this act shall apply to mines without regard to number of workmen employed.

Maryland.—All employments.

Massachusetts.—All, except casual employments and those not in the usual course of trade, business, profession, or occupation of the employer, and excepting employments such as masters or seamen of vessels engaged in interstate or foreign commerce. The statute expressly provides that the provisions of section 1, removing defenses, shall not apply to actions to recover damages for personal injuries sustained by domestic servants and farm laborers. However, the parties involved in these employments may elect to accept the compensation provisions of the act.

Michigan.—All employments, except household, domestic servants and farm laborers.

Minnesota.—All employments except farm labor, domestic service, casual employment, employment not in the usual course of business of the employer, and interstate employment on railroads.

Nebraska.—All employments in which five or more persons are engaged in employer's regular business excepting farm labor, domestic service, outworking, casual employment, and interstate employment on railroads. In excepted employments

the employer and employee may jointly agree to accept the act.

Nevada.—All employers who employ two or more persons in the same employment in the usual and ordinary transaction of business except employers of domestic servants and farm laborers.

New Hampshire.—(*a*) The operation on steam or electric railroads of locomotives, engines, trains, or cars, or the construction, alteration, maintenance, or repair of steam railroad tracks or roadbeds over which such locomotives, engines, trains, or cars are, or are to be, operated. (*b*) Work in any shop, mill, factory, or other place on, in connection with, or in proximity to any hoisting apparatus, or any machinery propelled or operated by steam or other mechanical power in which shop, mill, factory, or other place five or more persons are engaged in manual or mechanical labor. (*c*) The construction, operation, alteration, or repair of wires or lines of wires, cables, switchboards, or apparatus charged with electric currents. (*d*) All work necessitating dangerous proximity to gunpowder, blasting powder, dynamite, or any other explosives, where the same are used as instrumentalities of the industry, or to any steam boiler owned or operated by the employer; provided, injury is occasioned by the explosion of any such boiler or explosive. (*e*) Work in or about any quarry, mine, or foundry. As to each of said employments it is deemed necessary to establish a new system of compensation for accidents to workmen.

New Jersey.—Any employment by any person, partnership, or corporation, including State, county, municipality, or any other governing body except casual employments.

New York.—Group 1. The operation, including construction and repair of railways operated by steam, electric, or other motive power, street railways, and incline railways, but not their construction when constructed by any person other than the company which owns or operates the railway, including work of express, sleeping, parlor, and dining car employees on railway trains.

Group 2. Construction and operation of railways not included in group 1.

Group 3. The operation, including construction and repair, of car shops, machine shops, steam and power plants, and other works for the purposes of any such railway, or used or to be used in connection with it when operated, constructed, or repaired by the company which owns or operates the railway.

Group 4. The operation, including construction and repair, of car shops, machine shops, steam and power plants, not included in group 3.

Group 5. The operation, including construction and repair, of telephone lines and wires for the purposes of the business of a telephone company, or used or to be used in connection with its business, when constructed or operated by the company.

Group 6. The operation, including construction and repair, of telegraph lines and wires for the purposes of the business

of a telegraph company, or used or to be used in connection with its business, when constructed or operated by the company.

Group 7. Construction of telegraph and telephone lines not included in groups 5 and 6.

Group 8. The operation, within or without the State, including repair, of vessels other than vessels of other States or countries used in interstate or foreign commerce, when operated or repaired by the company.

Group 9. Shipbuilding, including construction and repair in a shipyard or elsewhere, not included in group 8.

Group 10. Longshore work, including the loading or unloading of cargoes or parts of cargoes of grain, coal, ore, freight, general merchandise, lumber, or other products or materials, or moving or handling the same o any dock, platform, or place, or in any warehouse or other place of storage.

Group 11. Dredging, subaqueous or caisson construction, and pile driving.

Group 12. Construction, installation, or operation of electric light and electric power lines, dynamos, or appliances, and power transmission lines.

Group 13. Paving; sewer and subway construction, work under compressed air, excavation, tunneling and shaft sinking, well digging, laying and repair of underground pipes, cables, and wires, not included in other groups.

Group 14. Lumbering; logging, river driving, rafting, booming, sawmills, shingle mills, lath mills, manufacture of veneer and of excelsior; manufacture of staves, spokes, or headings.

Group 15. Pulp and paper mills.

Group 16. Manufacture of furniture, interior woodwork, organs, pianos, piano actions, canoes, small boats, coffins, wicker and rattan ware; upholstering; manufacture of mattresses or bed springs.

Group 17. Planing mills, sash and door factories, manufacture of wooden and corrugated paper boxes, cheese boxes, moldings, window and door screens, window shades, carpet sweepers, wooden toys, articles and wares, or baskets.

Group 18. Mining; reduction of ores and smelting preparation of metals or minerals.

Group 19. Quarries; sand, shale, clay, or gravel pits, limekilns; manufacture of brick, tile, terra cotta, fireproofing, or paving blocks, manufacture of calcium carbide, cement, asphalt, or paving material.

Group 20. Manufacture of glass, glass products, glassware, porcelain, or pottery.

Group 21. Iron, steel, or metal foundries; rolling mills; manufacture of castings, forgings, heavy engines, locomotives, machinery, safes, anchors, cables, rails, shafting, wires, tubing, pipes, sheet metal, boilers, furnaces, stoves, structural steel, iron, or metal.

Group 22. Operation and repair of stationary engines and boilers, not included in other groups.

Group 23. Manufacture of small castings or forgings, metal wares, instruments, utensils, and articles, hardware, nails, wire goods, screens, bolts, metal beds, sanitary, water, gas, or electric fixtures, light machines, typewriters, cash registers, adding machines, carriage mountings, bicycles, metal toys, tools, cutlery, instruments, photographic cameras and supplies, sheet-metal products, buttons.

Group 24. Manufacture of agricultural implements, thrashing machines, traction engines, wagons, carriages, sleighs, vehicles, automobiles, motor trucks, toy wagons, sleighs, or baby carriages.

Group 25. Manufacture of explosives and dangerous chemicals, corrosive acids or salts, ammonia, gasoline, petroleum, petroleum products, celluloid, gas, charcoal, artificial ice, gun powder, or ammunition.

Group 26. Manufacture of paint, color, varnish, oil, japans, turpentine, printing ink, printers' rollers, tar, tarred, pitched, or asphalted paper.

Group 27. Distilleries, breweries; manufacture of spirituous or malt liquors, alcohol, wine, mineral water, or soda waters.

Group 28. Manufacture of drugs and chemicals, not specified in group 25, medicines, dyes, extracts, pharmaceutical or toilet preparations, soaps, candles, perfumes, noncorrosive acids or chemical preparations, fertilizers, including garbage-disposal plants; shoe blacking or polish.

Group 29. Milling; manufacture of cereals or cattle foods, warehousing; storage; operation of grain elevators.

Group 30. Packing houses, abattoirs, manufacture or preparation of meats or meat products or glue.

Group 31. Tanneries.

Group 32. Manufacture of leather goods and products, belting, saddlery, harness, trunks, valises, boots, shoes, gloves, umbrellas, rubber goods, rubber shoes, tubing, tires, or hose.

Group 33. Canning or preparation of fruit, vegetables, fish or foodstuffs; pickle factories and sugar refineries.

Group 34. Bakeries, including manufacture of crackers and biscuits, manufacture of confectionery, spices, or condiments.

Group 35. Manufacture of tobacco, cigars, cigarettes, or tobacco products.

Group 36. Manufacture of cordage, ropes, fiber, brooms or brushes; manilla or hemp products.

Group 37. Flak mills; manufacture of textiles or fabrics, spinning, weaving, and knitting manufactories; manufacture of yarn, thread, hosiery, cloth, blankets, carpets, canvas, bags, shoddy, or felt.

Group 38. Manufacture of men's or women's clothing, white wear shirts, collars, corsets, hats, caps, furs, or robes.

Group 39. Power laundries; dyeing, cleaning, or bleaching.

Group 40. Printing, photo-engraving, stereotyping, electrotyping, lithographing, embossing; manufacture of stationery, paper, cardboard boxes, bags, or wall paper; and book binding.

Group 41. The operation, otherwise than on tracks, on streets, highways, or elsewhere of cars, trucks, wagons, or other vehicles, and rollers and engines, propelled by steam, gas, gasoline, electric, mechanical, or other power or drawn by horses or mules.

Group 42. Stone cutting or dressing; marble works; manufacture of artificial stone; steel building and bridge construction; installation of elevators, fire escapes, boilers, engines or heavy machinery; bricklaying, tile laying, mason work, stone setting, concrete work, plastering; and manufacture of concrete blocks; structural carpentry; painting, decorating, or renovating; sheet-metal work; roofing; construction, repair, and demolition of buildings and bridges; plumbing, sanitary, or heating engineering; installation and covering of pipes or boilers.

Ohio.—Every person, firm, and corporation, employing five or more workmen regularly in the same business.

Oregon.—The hazardous occupations to which the act is applicable are: Factories, mills, and workshops where machinery is used; printing, electrotyping, photo-engraving, and stereotyping plants where machinery is used; factories, glass furnaces, mines, wells, gas works, waterworks, reduction works, derricks, elevators, wharves, docks, dredges, smelters, powder works, laundries operated by power, quarries, engineering works; logging, lumbering, and shipbuilding; logging, street, and interurban railroads not engaged in interstate commerce; buildings being constructed, repaired, moved, or demolished; telegraph, telephone, electric light or power plants or lines; steam heating or power plants; steamboats, docks, and ferries.

Rhode Island.—All employments except domestic service, agriculture, casual employments, and those not for the purpose of the employer's trade or business. The provision of the act removing defenses does not apply to employers who employ five or less operators regularly in the same business, though such employers may elect to become subject to the provisions of the act. Employees whose yearly wages exceed $1,800 are not covered.

Texas.—All employments except domestic service, farm labor, employment by a railway, employment in a cotton gin, employment by an employer of not more than five employees, casual employments and those not in the usual course of the trade, business, profession, or occupation of the employer.

Washington.—Factories, mills, and workshops where machinery is used; printing, electrotyping, photo-engraving, and stereotyping plants where machinery is used; foundries, blast furnaces, mines, wells, gas works, waterworks, reduction works, breweries, elevators, wharves, docks, dredges, smelters, powder works; laundries operated by power; quarries; engineering works; logging, lumbering, and shipbuilding opertions; logging, street, and interurban railroads; buildings being constructed, repaired, moved, or demolished; telegraph, telephone, electric light or power plants or lines; steam heating or power plants, steamboats, tugs, ferries, and railroads.

West Virginia.—All persons, firms, and corporations regularly employing other persons for profit. All persons except casual employees in the service of such employers, and employed by them for the purpose of carrying on the industries in which they are engaged, except employers of employees in domestic or agricultural service, and employees of any employer who are employed wholly without the State, and members of a firm of employers or officers of a corporation employer, including managers, superintendents, and assistant managers and assistant superintendents. All employments conducted for employer's profit, excepting farm labor, domestic service, casual employment, and employment wholly without the State.

Wisconsin.—All employments except casual employments and those not in the usual course of trade or business of the employer.

INJURIES COVERED.

Arizona.—Personal injuries, by accident, arising out of and in the course of labor, service, or employment, caused in whole or in part or contributed to by a necessary risk or danger of such employment, or a necessary risk or danger inherent in the nature thereof, or by failure of the employer of any of his officers, agents, or employees to comply with any law.

California.—Personal injuries, sustained by accident, arising out of and in the course of employment, unless due to intoxication or willful misconduct.

Connecticut.—Injuries arising out of and in the course of employment, except when due to willful and serious misconduct or intoxication.

Illinois.—Accidental injuries, arising out of and in the course of employment.

Iowa.—Personal injuries, arising out of and in the course of employment, unless due to intoxication or to willful intention to injure self or another.

Kansas.—Personal injuries, by accident, arising out of and in the course of employment, unless due to deliberate intention to cause such injury or to willful failure to use a guard or protection against accident, or to deliberate breach of safety law, or to intoxication.

Maryland.—Personal injuries, by accident, arising out of and in the course of employment, unless due to intoxication or willful intention to produce such injury.

Massachusetts.—Personal injuries arising out of and in the course of employment, unless due to serious and willful misconduct.

Michigan.—Personal injury arising out of and in the course of employment, except where employee is injured by reason of his intentional and willful misconduct.

Minnesota.—Personal injuries, by accident, arising out of and in the course of employment, except those intentionally self-inflicted or due to intoxication.

Nebraska.—Personal injuries, by accident, arising out of and in the course of employment, unless due to willful negligence.

Nevada.—Personal injuries, arising out of and in the course of employment, except when caused by willful intention of employee to injure himself or another or where an injury is sustained while the employee is intoxicated.

New Hampshire.—Any injury arising out of and in the course of their employment, except when caused by intoxication, violation of law, or serious or willful misconduct.

New Jersey.—Personal injuries, by accident, arising out of and in the course of employment, unless caused by willful negligence which consists of either a deliberate act or a deliberate failure to act, or reckless indifference to safety or intoxication.

New York.—Accidental injuries, arising out of and in the course of employment and such disease or infection as may naturally and unavoidably result therefrom, except when injury is due to intoxication while on duty or to willful intention to injure self or another.

Ohio.—Every injury suffered in the course of employment and not purposely self-inflicted.

Oregon.—Personal injuries, by accident, arising out of and in the course of employment, unless casued by deliberate intention.

Rhode Island.—Personal injuries by accident arising out of and in the course of employment, except when occasioned by willful intention to injure self or another, or when resulting from intoxication while on duty.

Texas.—Personal injuries sustained in the course of employment.

Washington.—Personal injuries sustained while upon the premises or at the plant of the employer, and while away from the plant of the employer, if in the course of employment, unless deliberately self-inflicted.

West Virginia.—Personal injuries in the course of and resulting from employment unless self-inflicted or due to willful misconduct or intoxication.

Wisconsin.—Personal injuries, accidentally sustained in performing services, growing out of and incidental to employment, if injury caused by the accident and not intentionally self-inflicted.

MEDICAL AND SURGICAL AID.

Arizona.—No medical and surgical aid, except that personal representative is authorized in case of death to pay out of the compensation fund for reasonable medical attendance and burial of the decedent.

California.—Employer must furnish reasonable medical, surgical, and hospital treatment for a period not exceeding 90 days. If the employer neglects or refuses seasonably so to do, he will be liable for the reasonable expenses incurred by the employee in providing the same.

Connecticut.—Employer must furnish reasonable medical and surgical aid during the 30 days immediately following the injury, but the injured employee may, at his option, refuse such aid

and provide the same at his own expense; or if the employer fails to provide such aid promptly, the injured employee may do so at the expense of the employer. If injured employee refuses to accept or fails to provide such medical and surgical aid, all rights of compensation are suspended during such refusal and failure.

Illinois.—The employer shall provide necessary first aid, medical, surgical, and hospital services for a period not longer than eight weeks, not to exceed, however, more than $200. The employee may elect to secure his own physician, surgical, or hospital services at his own expense.

Iowa.—At any time during the first two weeks of incapacity an employer that is requested by the workman, or anyone for him, or if so ordered by the Iowa industrial commission, shall furnish reasonable surgical, medical, and hospital services, the amount not to exceed $100.

Kansas.—No medical and surgical aid, except that in case of death without dependents the employer must pay reasonable expense for medical attendance and burial services, not to exceed in value $100.

Maryland.—No medical and surgical aid, except that in case of death without dependents the employer must pay medical and burial expenses not less than $75 nor more than $100.

Massachusetts.—Reasonable medical and hospital services, and medicines, when needed, during the first two weeks after injury.

Michigan.—During three weeks after injury employer shall furnish or cause to be furnished reasonable medical and hospital services and medcines.

Minnesota.—Employer must furnish such medical and surgical treatment and supplies, as may reasonably be required during a maximum period of 90 days. If employer is unable or refuses to furnish such services he wlll be liable up to a maximum of $100. If necessary, court may require employer to furnish additional service after the 90 days period, with a total maximum of $200.

Nebraska.—Employer must furnish reasonable medical aid during the first 21 days after disability but not to exceed the amount of $200. Employer relieved from paying compensation for any aggravation of injury due to employee's refusal to accept medical aid.

Nevada.—No medical and surgical aid.

New Hampshire.—No medical and surgical aid except that in case of death without dependents, employer must pay for medical services and expenses of burial, the amount not to exceed $100.

New Jersey.—During the first two weeks after the injury the employer shall furnish reasonable medical and hospital services and medicines, as and when needed, not to exceed $50 in value, unless the employee refuses to allow them to be furnished by the employer.

New York.—The employer shall promptly provide for the injured employee such medical, surgical, or other attendance, or nurse, hospital services, medicines, crutches, and apparatus as may be required, or be requested by the employee within

60 days after the injury. If the employer fails to provide the same, the injured employee may do so at the expense of the employer. All fees and other charges for such treatments and services shall be subject to regulation by the commission.

Ohio.—The State liability board of awards shall disburse and pay from the State insurance fund such amounts for medical, nurse, and hospital services and medicines as it may deem proper, not to exceed the sum of $200. The board shall have full power to adopt rules and regulations with respect to furnishing medical, nurse, and hospital services and medicines to injured employees entitled thereto.

Oregon.—The commission shall have authority to provide under uniform rules and regulations, first aid to workmen who are entitled to benefits hereunder, together with medical and surgical attendance and hospital accommodations, the amount not to exceed $250 in any one case.

Rhode Island.—During the first two weeks of injury employer shall furnish reasonable medical and hospital services and medicines when they are needed; amount of the charges for such services to be fixed, in case of failure to agree, by the superior court.

Texas.—During the first week of injury the association shall furnish reasonable medical and surgical aid when needed, and if it does not furnish these immediately as and when needed, it shall repay all sums reasonably paid or incurred for same, provided that reasonable notice of injury be given to the association.

Washington.—No medical aid.

West Virginia.—The commission shall pay for such medical and hospital services as it may deem proper, with a maximum of $150, except where injured employee is entitled to the same through some contract connected with his employment or otherwise.

Wisconsin.—Employer must furnish such medical aid, including crutches and apparatus, as required at time of injury and thereafter during a period of not to exceed 90 days; in case of employer's neglect or refusal he shall be liable for reasonable expense therefor incurred by employee.

WAITING PERIOD.

Arizona.—First two weeks after accident; but if accident results in total incapacity for more than two weeks, then the compensation commences from the date of the accident.

California.—First two weeks.

Connecticut.—First two weeks.

Illinois.—First six days except where incapacity is permanent, in which case there is no waiting period.

Iowa.—First two weeks.

Kansas.—First two weeks.

Maryland.—First week.

Massachusetts.—First two weeks.

Michigan.—First two weeks. If disability continues for eight weeks or longer, compensation then payable from date of injury.
Minnesota.—First two weeks.
Nebraska.—First two weeks. If disability continues eight weeks or longer, compensation then payable from date of injury.
Nevada.—First two weeks. If disability continues for eight weeks or longer, compensation then payable from date of injury.
New Hampshire.—First two weeks.
New Jersey.—First two weeks.
New York.—First two weeks.
Ohio.—First week.
Oregon.—No waiting period.
Rhode Island.—First two weeks.
Texas.—First week.
Washington.—No waiting period.
West Virginia.—First week.
Wisconsin.—First week. If disability continues for more than four weeks, compensation then payable from date of injury.

AMOUNT OF COMPENSATION—TOTAL DISABILITY.

Arizona.—Fifty per cent of the workman's average earnings when at full work on full time, during the preceding year; to continue as long as incapacity continues, but in no case to exceed the sum of $4,000.
California.—When disability is temporary but total, compensation is 65 per cent of average weekly earnings during the period of such disability; but the aggregate indemnity for a single injury must not exceed three times the average annual earnings, nor must the period extend beyond 240 weeks from the date of accident.

Where the disability is total and permanent, compensation is 65 per cent of the average weekly earnings for a period of 240 weeks, and thereafter 40 per cent of such earnings during the remainder of life.

Loss of both eyes or the sight thereof, loss of both hands or the use thereof, an injury resulting in a practically total paralysis or an injury to the brain resulting in incurable imbecility or insanity are considered as total permanent disability.
Connecticut.—In case the injury results in total incapacity to perform work of any character, there shall be paid to the injured employee a weekly compensation equal to half of his average weekly earnings at the time of the injury; but the compensation shall in no case be more than $10 or less than $5 weekly; and such compensation shall not continue longer than the period of total incapacity, or in any event longer than 520 weeks. The following injuries of any person shall be considered as causing total incapacity and compensation shall be paid accordingly: (*a*) Total and permanent loss of sight in both eyes; (*b*) the loss of both feet at or above the ankle; (*c*) the loss of both hands at or above the wrist; (*d*) the loss of one foot at or above the ankle and one hand

at or above the wrist; (*e*) any injury resulting in permanent and complete paralysis of the legs or arms or of one leg and one arm; (*f*) any injury resulting in incurable imbecility or insanity.

Illinois.—If disability is temporary but total, compensation equal to one-half the earnings, but not less than $5 nor more than $12 per week, to continue during disability, but not after the amount of compensation paid equals four times the average annual earnings, or $3,500. Where disability is total and permanent, compensation equal to 50 per cent of earnings, but not less than $5 nor more than $12 per week, commencing on the day after injury and continuing until the amount paid equals four times the average annual earnings, or $3,500, and thereafter an annual pension during life equal to 8 per cent of the latter amount, such pension to be not less than $10 per month and to be payable monthly.

Iowa.—For injury producing temporary disability, 50 per cent of the average weekly wages received at the time of the injury; subject to a maximum of $10 per week and a minimum of $5 per week; provided that if, at the time of the injury, the employee receives wages of less than $5 per week, then he shall receive the full amount of wages per week. The compensation shall be paid during the period of such disability, not, however, beyond 300 weeks. For permanent total disability, same scale of compensation, subject to maximum duration of 400 weeks.

Kansas.—Where disability is total, compensation shall be in periodical payments during disability, equal to 50 per cent average weekly wages, subject to a maximum of $15 and a minimum of $6 per week, for not to exceed eight years.

Maryland.—A weekly payment during the period of such disability, but not to be less than 50 per cent of the average weekly wages during the previous 12 months. Total disability shall be deemed to be inability to carry on any gainful occupation. The loss, by actual separation at or above the wrist or ankle, of both hands or both feet, or of one hand and one foot, or the irrevocable loss of both eyes, shall be deemed to be equal to total disability.

Massachusetts.—A weekly compensation equal to one-half average weekly wages; maximum, $10; minimum, $4 per week, for not exceeding 500 weeks and an amount of $3,000.

Michigan.—A weekly compensation equal to one-half average weekly wages; maximum $10, and minimum $4. Period limited to 500 weeks; compensation not to exceed $4,000. Loss of both hands, or both arms, or both feet, or both legs, or both eyes, or of any two thereof constitute total and permanent disability.

Minnesota.—For permanent total disability, 50 per cent of the weekly wages, subject to a maximum of $10 per week and a minimum of $6 per week, during a period not to exceed 400 weeks; with a proviso that where the weekly wage is less than $6 per week the injured person shall receive the full wages. Loss of both hands, both arms, both feet, both legs,

both eyes, or any two thereof, or total loss of mental faculties, or complete paralysis of both legs, or both arms, shall constitute total disability.

Nebraska.—For the first 300 weeks of total disability, 50 per cent of the wages received at the time of injury, with a maximum of $10 per week and a minimum of $5 per week; provided that if, at the time of injury, the employee receives wages of less than $5 per week then he shall receive the full amount of such weekly wages as compensation. After the first 300 weeks of total disability, for the remainder of the life of the employee, but not to extend beyond the period of disability, 40 per cent of the wages received at the time of the injury; with a maximum of $8 per week and a minimum of $4 per week; provided that if, at the time of the injury, the employee receives wages of less than $4 per week, then he shall receive the full amount of such wages as compensation.

Nevada.—Compensation for complete disability is 50 per cent of average monthly wages, subject to a maximum of $60 and a minimum of $20 per month, and a maximum period of 100 months; the total amount not to exceed $5,000. Loss of both hands, or both arms, or both legs, or both feet, or both eyes, or any two thereof, shall constitute total and permanent disability with compensation according to the provisions for compensation for complete disability.

New Hampshire.—Fifty per cent of the average weekly earnings when at work on full time during the preceding year, not to exceed the damage suffered; and subject to a maximum of $10 per week, extending through a period of not more than 300 weeks from the date of the accident.

New Jersey.—For injury producing temporary disability, 50 per cent of wages, subject to maximum of $10 and minimum of $5 per week, except where weekly wage less than $5, then full wages. Maximum period of 300 weeks. For disability, total in character and permanent in quality, 50 per cent of the wages received at the time of injury, subject to a maximum of $10 per week and a minimum of $5 per week; with a proviso that if at the time of the injury the employee receives less than $5 per week he shall receive the full amount of wages per week. The compensation shall not extend beyond a period of 400 weeks. Loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, to constitute permanent total disability.

New York.—In case of temporary total disability, 66⅔ per cent of the average weekly wages during the continuance of the disability, but not in excess of $3,500. In case of total disability adjudged to be permanent, 66⅔ per cent of the average weekly wages during the continuance of such total disability. Loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof shall, in the absence of conclusive proof to the contrary, constitute permanent total disability. In all other cases permanent total disability shall be determined in accordance with the facts.

Ohio.—Where disability is temporary but total, 66⅔ per cent average weekly wages, subject to a maximum of $12 and a minimum of $5 per week, except where weekly wage less than $5, then full wages; subject also to maximum period of six years from date of injury and maximum amount of $3,750. Where disability is total and permanent, 66⅔ per cent average weekly wages, subject to a maximum of $12 and a minimum of $5 per week, except where weekly wage is less than $5, then full wage to continue until death. Loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof constitutes total disability with compensation accordingly.

Oregon.—In case of permanent total disability, if unmarried at the time of the injury, the sum of $30 per month. If the workman have a wife or invalid husband, but no child under the age of 16 years, the sum of $35 per month; if the husband is not an invalid, the monthly payment of $35 shall be reduced to $30. If the workman have a wife or husband, and a child or children under the age of 16 years, or being a widow or widower have any such child or children, the monthly payment last described shall be increased by $6 for each such child until such child shall arrive at the age of 16 years; subject to a monthly payment of $50. In case of temporary total disability the above provisions for payment in case of permanent total disability shall apply so long as the total disability shall continue, increased 50 per cent for the first six months of such continuance, but in no case shall the increase operate to make the monthly payment exceed 60 per cent of the monthly wage the workman is receiving at the time of his injury.

Rhode Island.—Fifty per cent of the employee's average weekly wages, earnings, or salary, subject to a maximum of $10 per week and a minimum of $4 per week and limited to a period of 500 weeks from date of injury. The total and irrevocable loss of sight in both eyes, the loss of both feet at or above the ankle, the loss of both hands at or above the wrist, the loss of one hand or one foot, and injury to the spine resulting in permanent and complete paralysis of the legs or arms, and an injury to the skull resulting in incurable imbecility or insanity, are conclusively presumed to constitute permanent total disability.

Texas.—Compensation for total disability is 60 per cent average weekly wages, subject to a maximum of $15 and a minimum of $5 per week, for not to exceed 400 weeks.

Washington.—Permanent total disability means the loss of both legs or both arms, or one leg and one arm, total loss of eyesight, paralysis or other condition permanenetly incapacitating the workman from performing any work at any gainful occupation. When permanent total disability results from the injury the workman shall receive monthly during the period of such disability: If unmarried at the time of the injury, the sum of $20. If the workman have a wife or invalid husband, but no child under the age of 16 years, the sum of $25.

If the husband is not an invalid, the monthly payment of $25 shall be reduced to $15. If the workman have a wife or husband and a child or children under the age of 16 years, or, being a widow or widower, have any such child or children, the monthly payment provided in the preceding paragraph shall be increased by $5 for each such child until such child shall arrive at the age of 16 years, but the total monthly payment shall not exceed $35. If the injured workman die during the period of total disability, whatever the cause of death, leaving a widow, invalid widower, or child under the age of 16 years, the surviving widow or invalid widower shall receive $20 per manth until death or remarriage, to be increased $5 per month for each child under the age of 16 years until such child shall arrive at the age of 16 years; but if such child is or shall be without father or mother, such child shall receive $10 per month until arriving at the age of 16 years. The total combined monthly payment under this paragraph shall in no case exceed $35. Upon remarriage the payments on account of a child or children shall continue as before to the child or children. When the total disability is only temporary, the schedule of payment referred to above shall apply so long as the total disability shall continue, increased 50 per cent for the first six months of such continuance, but in no case shall the increase operate to make the monthly payment exceed 60 per cent of the monthly wage (the daily wage multiplied by 26) the workman was receiving at the time of his injury. As soon as recovery is so complete that the present earning power of the workman, at any kind of work, is restored to that existing at the time of the occurrence of the injury the payments shall cease. If and so long as the present earning power is only partially restored the payments shall continue in the proportion which the new earning power shall bear to the old. No compensation shall be payable out of the accident fund unless the loss of earning power shall exceed 5 per cent.

West Virginia.—Compensation for total disability shall be 50 per cent of the average weekly wage, to continue until the death of the disabled person, subject to a maximum of $6 and a minimum of $3 per week.

Wisconsin.—Sixty-five per cent of the average weekly earnings during the period of total disability, to be increased after the first 90 days to 100 per cent of the average weekly earnings if the disability is such as to render the injured employee so helpless as to require the assistance of a nurse. In case of temporary disability the compensation shall not exceed four times the average annual earnings of the employee, and in the case of permanent total disability the compensation shall not exceed six times the average annual earnings of the employee. The aggregate disability shall not in any event extend beyond 15 years from date of the accident. Total blindness of both eyes, or loss of both arms at or near the shoulder, or of both legs at or near the hip, or one arm at the shoulder and one leg at the hip, shall constitute permanent total disability. This enumeration is not exclusive, but in other cases the commission shall find the facts.

AMOUNT OF COMPENSATION—PARTIAL DISABILITY.

Arizona.—One-half of the difference between the average earnings of the workman at the time of the accident and the average amount he is earning or is capable of earning thereafter, with a proviso that in no case shall the total amount of such payments exceed $4,000.

California.—Where disability is temporary and partial, compensation is 65 per cent of the weekly loss in wages during the period of such disability, but the aggregate indemnity must not exceed three times the average annual earnings of the employee, nor must the period extend beyond 240 weeks from the date of accident.

Where the disability is partial but permanent, the percentage of disability and the disability indemnity are computed and allowed as follows: For a 10 per cent disability, 65 per cent of average weekly earnings during 40 weeks; for a 20 per cent disability, 65 per cent during 80 weeks; for a 30 per cent disability, 65 per cent during 120 weeks; for a 40 per cent disability, 65 per cent during 160 weeks; for a 50 per cent disability, 65 per cent during 200 weeks; for a 60 per cent disability, 65 per cent during 240 weeks; for a 70 per cent disability, 65 per cent during 240 weeks, and thereafter 10 per cent of such earnings during the remainder of life; for an 80 per cent disability, 65 per cent during 240 weeks, and thereafter 20 per cent of such earnings during the remainder of life; for a 90 per cent disability, 65 per cent during 240 weeks, and thereafter 30 per cent of such earnings during the remainder of life.

Connecticut.—Compensation for partial disability is a weekly sum equal to one-half the difference between the average weekly earnings before the injury and what the injured employee is able to earn thereafter; subject to a maximum of $10 per week, for a period not to exceed 312 weeks.

Illinois.—Where disability is partial and permanent, compensation shall be an amount equaling one-half of the difference between the average earning power before and after the injury, and not less than $5 nor more than $12 per week, and for a period not to exceed eight years.

Iowa.—In all cases of partial disability, other than those enumerated in the schedule covering lost members, the compensation shall bear such relation to the amounts stated in the schedule as the disability bears to those produced by the injuries named in the schedule; subject to a maximum of $10 per week and a minimum of $5 per week, and to continue during the period of such disability, not to exceed 300 weeks.

Kansas.—Not less than 25 per cent nor more than 50 per cent of the average weekly wages of the workman; subject to a minimum of $3 per week, and a maximum of $12 per week, during the period of such disability, not to exceed eight years. If the workman is under 21 years of age at the time of accident, and the average weekly earnings are less than $10, compensation shall not be less than 75 per cent of his average earnings.

Maryland.—A weekly payment during such disability equal to the difference between the weekly benefit payment, during a period of total disability, and the average amount which the injured person is able to earn after the accident.

Massachusetts.—A weekly compensation equal to one-half the difference between the average weekly wages before the injury and the average weekly wages that he is able to earn thereafter; not to exceed $10 per week and for a period not to exceed 300 weeks from the date of injury.

Michigan.—A weekly compensation equal to one-half the difference between his average weekly wages before the injury and the average weekly wages which he is able to earn thereafter; with a maximum of $10 per week and a minimum of $4 per week; limited to a period of 300 weeks.

Minnesota.—In all cases not enumerated in the schedule for lost members the compensation shall be 50 per cent of the difference between the wage of the workman at the time of the injury and the wage he is able to earn in his partially disabled condition, subject to maximum of $10 and minimum of $6 per week; payment of such compensation not to extend beyond a period of 300 weeks.

Nebraska.—Fifty per cent of the difference between the wages received at the time of injury and the earning power of the employee thereafter; subject to a maximum of $10 per week; to continue during the period of such partial disability; not, however, to extend beyond 300 weeks after the date of the accident.

Nevada.—Compensation for partial disability is one-half the difference between the wages earned before the injury and the wages the injured person is able to earn thereafter; subject to a maximum of $40 per month and for a period not to exceed 60 months.

New Hampshire.—One-half of the difference between the average weekly earnings before the accident and the average weekly amount which he is earning, or is able to earn, after the accident, subject to a maximum of $10 per week, and limited to a period of 300 weeks from date of the accident, and not to exceed the damage suffered.

New Jersey.—For disability, partial in character but permanent in quality, the compensation shall be based upon the extent of such disability.

Compensation for injuries producing temporary disability, 50 per cent of the wages received at the time of injury, subject to a maximum of $10 per week and a minimum of $5 per week; provided that if, at the time of the injury, he receive wages of less than $5 per week then he shall receive the full amount of such wages per week. Compensation not to extend beyond a period of 300 weeks.

New York.—Sixty-six and two-thirds per cent of the difference between the average weekly wages of the employee and his wage-earning capacity thereafter, during the continuance of such partial disability; but not in excess of $3,500; and subject to a maximum of $15 per week and a minimum of $5 per week.

Ohio.—Compensation for partial disability shall be 66⅔ per cent of the impairment of earning capacity of the injured employee, during the continuance thereof, subject to a maximum of $12 weekly, and not to exceed in total payments the sum of $3,750.

Oregon.—When the disability is, or becomes, partial only and is temporary in character, the workman shall receive for a period not to exceed two years that proportion of the payments provided for total disability which his earning power in any kind of work bears to that existing at the time of the occurrence of the injury.

Permanent partial disability means loss of either one arm, one hand, one foot, loss of hearing in one or both ears, loss of one eye, one or more fingers, dislocation where ligaments are severed or any other injury known in surgery to be permanent partial disability.

Rhode Island.—Fifty per cent of the difference between the average weekly wages at the time of the accident and the average weekly wage capacity after the accident; subject to a maximum of $10 per week, to continue during the disability, not to exceed a period of 300 weeks.

Texas.—Where incapacity is partial, compensation shall equal 60 per cent of the difference between average weekly wages before the injury and the average weekly wages the workman is able to earn thereafter. Subject to a maximum of $15 per week, and for a period not to exceed 300 weeks.

Washington.—For any permanent, partial disability resulting from injury, the workman shall receive compensation in a lump sum in the amount equal to the extent of the injury to be decided in the first instance by the department, but not to exceed the sum of $1,500. The loss of one major arm at or above the elbow shall be deemed a maximum permanent partial disability. Compensation for any other permanent partial disability shall be in the proportion which the extent of such disability shall bear to a said maximum. If the injured workman be under the age of 21 years and unmarried, the parents or parent shall also receive a lump sum payment equal to 10 per cent of the amount awarded the minor workman.

Permanent partial disability means the loss of either one foot, one leg, one hand, one arm, one eye, one or more fingers, one or more toes, any dislocation where ligaments are severed or any other injury known in surgery to be permanent partial disability.

West Virginia.—Fifty per cent of the impairment of the employee's earning capacity, not to exceed a maximum of $8 per week, nor to be less than a minimum of $4 per week; during a period not to exceed 26 weeks.

Wisconsin.—Sixty-five per cent of the weekly loss in wages during the period of such partial disability, not to exceed in total four times the average annual earnings of the employee; and shall be paid during a period not exceeding 15 years.

AMOUNT OF COMPENSATION—LOSS OF MEMBERS.

Arizona.—No schedule for specific injuries.

California.—No schedule for specific injuries.

Connecticut.—Following is a special schedule for the loss of certain members, subject to a maximum of $10 per week and a minimum of $5 per week: Arm (or complete loss of use of), 50 per cent weekly wages for 208 weeks; hand (or complete loss of use of), 50 per cent weekly wages for 156 weeks; leg (or complete loss of use of), 50 per cent weekly wages for 182 weeks; foot (or complete loss of use of), 50 per cent weekly wages for 130 weeks; complete loss of hearing, both ears, 50 per cent weekly wages for 156 weeks; complete loss of hearing in one ear, 50 per cent weekly wages for 52 weeks; complete loss of sight in one eye, 50 per cent weekly wages for 104 weeks; thumb, 50 per cent weekly wages for 38 weeks; index finger, 50 per cent weekly wages for 38 weeks; second finger, 50 per cent weekly wages for 30 weeks; third finger, 50 per cent weekly wages for 25 weeks; fourth finger, 50 per cent weekly wages for 20 weeks; great toe, 50 per cent weekly wages for 38 weeks; other toes (each), 50 per cent weekly wages for 13 weeks.

Loss of one phalange of a thumb or two phalanges of a finger shall be considered as half the loss of a thumb or finger respectively, with compensation accordingly.

Illinois.—In addition to compensation during the period of temporary total incapacity, compensation shall be paid for certain specific injuries (subject to a maximum of $12 and a minimum of $5 per week) as follows: Loss of or permanent and complete loss of use of thumb, 50 per cent weekly wages for 60 weeks; index finger, 50 per cent weekly wages for 35 weeks; second finger, 50 per cent weekly wages for 30 weeks; third finger, 50 per cent weekly wages for 20 weeks; fourth finger, 50 per cent weekly wages for 15 weeks; great toe, 50 per cent weekly wages for 30 weeks; other toes, 50 per cent weekly wages for 10 weeks; hand, 50 per cent weekly wages for 150 weeks; arm, 50 per cent weekly wages for 200 weeks; foot, 50 per cent weekly wages for 125 weeks; leg, 50 per cent weekly wages for 175 weeks; sight of one eye, 50 per cent weekly wages for 100 weeks.

Loss of first phalange of thumb, or of any finger or toe, shall be considered equal to the loss of one-half of such member. Loss of more than one phalange shall be considered as the loss of the entire member, with compensation accordingly. The loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof constitutes total and permanent disability, with compensation accordingly.

Iowa.—(1) For the loss of a thumb, 50 per cent of daily wages during 40 weeks; (2) for the loss of a first finger, commonly called the index finger, 50 per cent of daily wages during 30 weeks; (3) for the loss of a second finger, 50 per cent of daily wages during 25 weeks; (4) for the loss of a third finger, 50 per cent of daily wages during 20 weeks; (5) for the loss of a

fourth finger, commonly called the little finger, 50 per cent of daily wages for 15 weeks; (6) for the loss of the first phalange of the thumb or of any finger shall be considered to be equal to the loss of one-half of such thumb or finger and compensation shall be one-half of the amounts above specified; (7) the loss of more than one phalange shall be considered as the loss of the entire finger or thumb; provided, however, that in no case shall the amount received for more than one finger exceed the amount provided in this schedule for the loss of a hand; (8) for the loss of a great toe, 50 per cent of daily wages during 25 weeks; (9) for the loss of one of the toes other than the great toe, 50 per cent of daily wages during 15 weeks; (10) for the loss of the first phalange of any toe, shall be considered to be equal to the loss of one-half of such toe and the compensation shall be one-half of the amount above specified; (11) the loss of more than one phalange shall be considered as the loss of the entire toe; (12) for the loss of a hand, 50 per cent of daily wages during 150 weeks; (13) for the loss of an arm 50 per cent of daily wages during 200 weeks; (14) for the loss of a foot, 50 per cent of daily wages during 125 weeks; (15) for the loss of a leg, 50 per cent of daily wages during 175 weeks; (16) for the loss of an eye, 50 per cent of daily wages during 100 weeks; (17) for the loss of both arms, or both hands, or both feet, or both legs, or both eyes, or of any two thereof, shall constitute total and permanent disability to be compensated according to provisions of clause I, section 10, part 1, hereof; (18) in all other cases in this, clause J, the compensation shall bear such relation to the amount stated in the above schedule as the disability bears to those produced by the injuries named in the schedule. Should the employee and employer be unable to agree upon the amount of compensation to be paid in cases not specifically covered by the schedule, the amount of compensation shall be settled according to provisions of this act as in other cases of disagreement; (19) the amount specified in this, clause J, and subdivisions thereof shall be subject to the same limitations as to maximum and minimum weekly payments as are stated in clause H, section 10, hereof.

Kansas.—No schedule for specific injuries.

Maryland.—The loss by actual separation at or above the wrist or ankle of one hand or one foot shall be equal to one-half of total disability, and the loss of one eye shall be equal to one-fifth of total disability.

Massachusetts.—Loss of members or injury rendering them permanently incapable of use are compensated in addition to all other compensation by the payment of 50 per cent of the average weekly wages of the injured person for the period stated, with a maximum of $10 and a minimum of $4 per week.

(*a*) Both hands, at or above the wrist; both feet, at or above the ankle; one hand and one foot; or the reduction of one-tenth of normal vision in both eyes with glasses, 100 weeks; (*b*) either hand, at or above the wrist; either foot, at

or above the ankle; the reduction of one-tenth of normal vision of either eye with glasses, 50 weeks; (*c*) two or more fingers, including thumbs or toes, severed at or above the second joint, 25 weeks; (*d*) one phalange of a finger, thumb, or toe, 12 weeks.

Michigan.—Loss of members are compensated by the payment of 50 per cent of the average weekly wages during the period stated. Thumb, 60 weeks; first finger, 35 weeks; second finger, 30 weeks; third finger, 20 weeks; fourth finger, 15 weeks; great toe, 30 weeks; toe other than great toe, 10 weeks. Hand, 150 weeks; arm, 200 weeks; foot, 125 weeks; leg, 175 weeks; eye, 100 weeks.

Minnesota.—Permanent partial disability: Compensation based upon extent of disability. Special schedule for following losses: Thumb, 60 weeks half wages; index finger, 35 weeks half wages; second finger, 30 weeks half wages; third finger, 20 weeks half wages; fourth finger, 15 weeks half wages; great toe, 30 weeks half wages; other toes (each), 10 weeks half wages; hand, 150 weeks half wages; arm, 200 weeks half wages; foot, 125 weeks half wages; leg, 175 weeks half wages; eye, 100 weeks half wages.

Loss of first phalange of a thumb, any finger, or toe, shall be considered equal to loss of one-half of such member, and loss of more than one phalange shall be considered equal to loss of entire member, with compensation payable accordingly.

The compensation provided in the above schedule is in lieu of all other compensation in such cases and is subject to a maximum of $10 per week and a minimum of $6 per week, with the proviso that if at the time of injury the employee receives wages of less than $6 per week, he shall receive the full amount of such wages per week.

In all cases of permanent partial disability within the foregoing schedule, it shall be considered that permanent loss of the use of the member shall be equivalent to the same amount of compensation as for the loss of that member.

Nebraska.—For the loss of a hand, 50 per cent of the wages during 175 weeks; for the loss of an arm, 50 per cent of wages during 215 weeks; for the loss of a foot, 50 per cent of wages during 150 weeks; for the loss of a leg, 50 per cent of wages during 215 weeks; for the loss of an eye, 50 per cent of wages during125 weeks; for the loss of any two or more of such members, not constituting total disability, 50 per cent of wages during the aggregate of the periods specified for each.

The loss of both hands or both arms, or both feet, or both legs, or both eyes shall constitute total disability, to be compensated according to the provisions of subdivision 1 of this section.

Amputation between the elbow and the wrist shall be considered as the equivalent of the loss of a hand, and amputation between the knee and the ankle shall be considered as the equivalent of the loss of a foot. Amputation at or above the elbow shall be considered as the loss of an

arm, and amputation at or above the knee shall be considered as the loss of a leg. Permanent loss of the use of a hand, arm, foot, leg, or eye shall be considered as the equivalent of the loss of such hand, arm, foot, leg, or eye. Compensation under this subdivision shall not be more than $10 per week nor less than $5 per week; provided that if at the time of injury the employee receives wages of less than $5 per week, then he shall receive the full amount of such wages per week as compensation.

Nevada.—There is a special schedule, subject to a maximum of $60 and a minimum of $20 monthly, for the loss of the following members: Thumb, 50 per cent monthly wages for 15 months; index finger, 50 per cent monthly wages for 9 months; second finger, 50 per cent monthly wages for 7 months; third finger, 50 per cent monthly wages for 5 months; fourth finger, 50 per cent monthly wages for 4 months; great toe, 50 per cent monthly wages for 7 months; other toes (each), 50 per cent monthly wages for 2½ months; hand, 50 per cent monthly wages for 40 months; arm, 50 per cent monthly wages for 50 months; foot, 50 per cent monthly wages for 35 months; leg, 50 per cent monthly wages for 45 months; eye, 50 per cent monthly wages for 25 months.

Loss of more than one phalange shall be considered as the loss of the entire finger or thumb; provided, however, that in no case shall the amount received for more than one finger exceed the amount for the loss of a hand. Loss of the first phalange of any toe shall be considered as the loss of one-half of such toe, with compensation accordingly.

New Hampshire.—No schedule for specific injuries.

New Jersey.—Special schedule for the loss of the following members: Thumb, 60 weeks, half wages; index finger, 35 weeks, half wages; second finger, 30 weeks, half wages; third finger, 20 weeks, half wages; fourth finger, 15 weeks, half wages; great toe, 30 weeks, half wages; other toes, (each) 10 weeks, half wages; hand, 150 weeks, half wages; arm, 200 weeks, half wages; foot, 125 weeks, half wages; leg, 175 weeks, half wages; eye, 100 weeks, half wages.

Loss of the first phalange of thumb, any finger or any toe shall be considered equal to the loss of one half of such member and the loss of more than one phalange shall be considered equal to the loss of the entire member, with compensation accordingly.

New York.—Permanent partial disability: In case of disability partial in character but permanent in quality the compensation shall be 66⅔ per cent of the average weekly wages and shall be paid to the employee for the period named in the schedule as follows: For the loss of a thumb, 60 weeks; for the loss of of a first finger, commonly called index finger, 46 weeks; for the loss of a second finger, 30 weeks; for the loss of a third finger, 25 weeks; for the loss of a fourth finger, commonly called the little finger, 15 weeks; the loss of the first phalange of the thumb or finger shall be considered to be equal to the loss of one half of such thumb or finger, and compensation

shall be one half of the amount above specified. The loss of more than one phalange shall be considered as the loss of the entire thumb or finger: *Provided, however,* That in no case shall the amount received for more than one finger exceed the amount provided in this schedule for the loss of a hand; for the loss of a great toe, 38 weeks; for the loss of one of the toes other than the great toe, 16 weeks; the loss of the first phalange of any toe shall be considered to be equal to the loss of one half of said toe, and the compensation shall be one half of the amount specified. The loss of more than one phalange shall be considered as the loss of the entire toe. The loss of a hand, 244 weeks; for the loss of an arm, 312 weeks; for the loss of a foot, 205 weeks; for the loss of a leg, 288 weeks; for the loss of an eye, 128 weeks; permanent loss of the use of a hand, arm, foot, leg, or eye shall be considered as the equivalent of the loss of such hand, arm, foot, leg, or eye. Amputation between the elbow and the wrist shall be considered as the equivalent of the loss of a hand. Amputation between the knee and the ankle shall be considered as the equivalent of the loss of a foot. Amputation at or above the elbow shall be considered as loss of an arm. Amputation at or above knee equivalent to loss of leg.

The compensation payments above provided for shall not exceed, except in the case of the loss of a hand, arm, foot, leg, or an eye, $15 per week nor be less than $5 per week; and the compensation payments in case of the loss of a hand, arm, foot, leg, or an eye shall not exceed $20 per week nor be less than $5 per week, with the proviso that in each case, if the employee's wages at the time of injury are less than $5 per week, he shall receive his full weekly wages.

Here is a special schedule for the loss of the following members: Thumb, 66⅔ per cent weekly wage during 60 weeks; index finger, 66⅔ per cent weekly wage during 35 weeks; second finger, 66⅔ per cent weekly wage during 30 weeks; third finger, 66⅔ per cent weekly wage during 20 weeks; fourth finger, 66⅔ per cent weekly wage during 15 weeks; hand, 66⅔ per cent weekly wage during 150 weeks; arm, 66⅔ per cent weekly wage during 200 weeks; great toe, 66⅔ per cent weekly wage during 30 weeks; other toes (each), 66⅔ per cent weekly wage during 10 weeks; foot, 66⅔ per cent weekly wage during 125 weeks; leg, 66⅔ per cent weekly wage during 175 weeks; eye, 66⅔ per cent weekly wage during 100 weeks.

Oregon.—Where permanent partial disability shall result from any injury, the workman shall receive the sum of $25 a month for the period stated against such injury, respectively, as follows: In case of the loss by separation of one arm at or above the elbow joint, or the permanent and complete loss of the use of one arm, 96 months; the loss by separation of one hand at or above the wrist joint, or the permanent and complete loss of the use of one hand, 76 months; the loss by separation of one leg, at or above the knee joint, or the permanent and complete loss of the use of one leg, 88 months; the loss by separation of one foot at or above the

ankle joint, or the permanent and complete loss of the use of one foot, 64 months; the permanent and complete loss of hearing in both ears, 96 months; the permanent and complete loss of hearing in one ear, 48 months, or, at the option of the workman, $900 in a lump sum; the permanent and complete loss of the sight of one eye, 40 months, or, at the option of the workman, $850 in a lump sum; the loss by separation of a thumb, 24 months, or, at the option of the workman, $600 in a lump sum; the loss by separation of a first finger, 16 months, or, at the option of the workman, $350 in a lump sum; the second finger, 9 months, or, at the option of the workman, $200 in a lump sum; a third finger, 8 months, or, at the option of the workman, $175 in a lump sum; a fourth finger, 6 months, or, at the option of the workman, $150 in a lump sum.

The loss of one phalange of the thumb shall be considered equal to the loss of one-half a thumb; the loss of one phalange of a finger, equal to the loss of one-third of a finger, and the loss of two phalanges of a finger, equal to the loss of one-half a finger, and the compensation for the respective proportions of the above period or in the respective proportions of the above lump sum shall be payable. The loss of more than one phalange of a thumb or more than two phalanges of a finger shall be considered as the loss of an entire thumb or finger.

The loss by separation of a great toe, 10 months, or, at the option of the workman, $250 in a lump sum; any other toe, 4 months, or, at the option of the workman, $100 in a lump sum.

Rhode Island.—(*a*) For the loss by severance of both hands at or above the wrist, or both feet at or above the ankle, or the loss of one hand and one foot, or the entire and irrecoverable loss of the sight of both eyes, one-half of the average weekly wages, earnings, or salary of the injured person, but not more than $10 nor less than $4 a week, for a period of 100 weeks. (*b*) For the loss by severance of either hand at or above the wrist, or either foot at or above the ankle, or the entire and irrecoverable loss of the sight of either eye, one-half the average weekly wages, earnings, or salary of the injured person, but not more than $10 nor less than $4 a week, for a period of 50 weeks. (*c*) For the loss by severance at or above the second joint of two or more fingers, including thumbs, or toes, one-half the average weekly wages, earnings, or salary of the injured person, but not more than $10 nor less than $4 a week, for a period of 25 weeks. (*d*) For the loss by severance of at least one phalange of a finger, thumb, or toe, one-half the average weekly wages, earnings, or salary of the injured person, but not more than $10 nor less than $4 a week, for a period of 12 weeks.

Texas.—A special schedule is provided for the following losses: Loss of both hands, both feet, one hand and one foot, or the reduction to 1/10 of the normal vision in both eyes, 60 per cent of the average weekly wages, subject to a maximum of $15 and a minimum of $5 per week, for not to exceed 100

weeks. Loss of one hand, one foot, or the reduction to 1/10 of the normal vision of one eye, 60 per cent of average weekly wages, subject to a maximum of $15 and a minimum of $5 per week, for not to exceed 50 weeks. Loss of two or more fingers, thumbs, or toes, 60 per cent of the average weekly wages, subject to a maximum of $15 and a minimum of $5 per week, for not to exceed 25 weeks. Loss of at least one joint of a finger, thumb, or toe, 60 per cent of the average weekly wages, subject to a maximum of $15 and a minimum of $5 per week, for not to exceed 12 weeks.

Washington.—The only provision in the Washington statute that fixes definite amounts for specific injuries is the provision providing that for any permanent partial disability which is defined elsewhere, as covering, among other things, loss of either foot, leg, hand, arm, eye, fingers, or toes, the workman shall receive in a lump sum the amount equal to the extent of the injury, to be stated in the first instance by the department, but not in any case to exceed the sum of $1,500; and the loss of one major arm at or above the elbow shall be deemed a maximum permanent partial disability.

West Virginia.—If the partial disability consists of the loss of an arm or a leg, at or above the wrist in the one case and the ankle in the other, or the loss of an eye, 50 per cent of the impairment of the earning capacity, subject to a maximum of $8 per week and a minimum of $4 per week, payable during a period not exceeding 156 weeks.

Wisconsin.—In cases included by the following schedule the compensation to be paid, subject to the provisions of this act for maximum and minimum payments, shall be 65 per cent of the average weekly earnings of the employee for the periods named in the schedule, to wit: The loss of one arm at or near the shoulder, 240 weeks; the loss of an arm at the elbow, 200 weeks; the loss of a forearm at the lower half thereof, 160 weeks; the loss of a hand, 160 weeks; the loss of a palm where the thumb remains, 80 weeks; the loss of a thumb and the metacarpal bone thereof, 60 weeks; the loss of a thumb at the proximal joint, 40 weeks; the loss of a thumb at the second or distal joint, 20 weeks; the loss of an index finger and the metacarpal bone thereof, 30 weeks; the loss of an index finger at the proximal joint, 20 weeks; the loss of an index finger at the second joint, 15 weeks; the loss of an index finger at the distal joint, 10 weeks; the loss of a second finger and the metacarpal bone thereof, 20 weeks; the loss of a middle finger at the proximal joint, 15 weeks; the loss of a middle finger at the second joint, 10 weeks; the loss of a middle finger at the distal joint, 5 weeks; the loss of a third or ring finger and the metacarpal bone thereof, 12 weeks; the loss of a ring finger at the proximal joint, 8 weeks; the loss of a ring finger at the second joint, 6 weeks; the loss of a ring finger at the distal joint, 4 weeks; the loss of a little finger and the metacarpal bone thereof, 15 weeks; the loss of a little finger at the proximal joint, 10 weeks; the loss of a little finger at the second joint, 8 weeks; the loss of a little

finger at the distal joint, 4 weeks; the loss of all the fingers of one hand where the thumb and palm remain, 60 weeks; the loss of a leg at the hip joint, or so near thereto as to preclude the use of an artificial limb, 240 weeks; the loss of a leg at or above the knee, where stump remains sufficient to permit the use of an artificial limb, 160 weeks; the loss of a foot at the ankle, 120 weeks; the loss of a great toe with the metatarsal bone thereof, 30 weeks; the loss of a great toe at the proximal joint, 20 weeks; the loss of a great toe at the second joint, 10 weeks; the loss of any other toe with the metatarsal bone thereof, 12 weeks; the loss of any other toe at the proximal joint, 4 weeks; the loss of any other toe at the second or distal joint, 4 weeks; the loss of all the toes of one foot, 40 weeks; the loss of an eye by enucleation, 160 weeks; the loss of the second eye by enucleation, 320 weeks; total blindness of one eye, 120 weeks; total blindness of the second eye, 240 weeks; total deafness of both ears, 160 weeks; total deafness of one ear, 40 weeks; total deafness of the second ear, 120 weeks.

When by reason of infection or other cause not due to the neglect or misconduct of the injured employee he is actually disabled longer than the time specified in the foregoing schedule from earning a wage, compensation shall be paid such employee for such loss of wage within the limits otherwise provided.

For the purposes of this schedule permanent and complete paralysis of any member shall be deemed equivalent to the loss thereof.

Whenever an amputation is made between any two joints mentioned in this schedule (except amputations between the knee and hip joint) the resultant loss shall be estimated as if the amputation had been made at the joint nearest thereto.

Comparative statement upon maximum for loss of arm.

Arizona, 50 per cent wage impairment up to $4,000.
Connecticut, $2,080.
Illinois, $2,400.
Iowa, $2,000.
Kansas, 50 per cent wage impairment eight years.
Massachusetts, 50 per cent wage impairment 300 weeks, and not exceeding $500 additional.
Michigan, $2,000.
Minnesota, $2,000.
Nebraska, $2,150.
Nevada, $3,000.
New York (compulsory act), $6,240.
New Jersey, $2,000.
New Hampshire, $3,000.
Ohio, $2,400.
Oregon, $2,400.
Rhode Island, 50 per cent wage impairment 300 weeks, and not exceeding $500 additional.
Texas, 50 per cent wage impairment 300 weeks, and not exceeding $750 additional.
Washington, $1,500.
Wisconsin, $3,000.
West Virginia, $1,456.

DEATH BENEFITS.

Arizona.—When the death of the workman results from accident within six months thereafter, and he leaves at the time of his death a widow and a minor child or children dependents, a sum equal to two thousand four hundred times one-half the daily wages or earnings of the deceased; subject to a maximum of $4,000, such sum to be paid in lump and held in trust by the personal representatives of the deceased workman for such widow and children, and applied to the support of the widow while she remains unmarried, and to the support and education of the children so long as necessary and until 18 years of age. If the workman leaves no widow or child or children, but a father, or mother, or sister dependent, then said sum shall be for their benefit; if no dependents, then reasonable expenses of medical attendance and burial.

California.—Compensation for death is payable in installments equal to 65 per cent of the average weekly earnings of the deceased employee, as follows: (1) If there are total dependents, a sum sufficient, when added to the disability indemnity accrued and payable at the time of death, to make the total disability indemnity and death benefit equal to three times the average annual earnings, such annual earnings to be taken at not less than $333.33 nor more than $1,666.66; (2) if there be no total dependents but only partial dependents, such percentage of three times such average annual earnings of the deceased as the annual amount devoted by him to the support of the partial dependents bears to such average annual earnings; but such sum, when added to the disability indemnity accrued and payable at the time of death must not exceed three times the average annual earnings, such earnings to be taken at not less than $333.33 nor more than $1,666.66; (3) if there are no dependents, reasonable burial expenses not exceeding $100 in amount.

Connecticut.—All death compensation is subject to a maximum of $10 and a minimum of $5 per week, and a maximum period of 312 weeks.

Compensation shall be paid on account of death resulting from injuries within two years from date of injury as follows: (*a*) For burial expenses $100; (*b*) to those totally dependent upon the deceased employee at the time of his injury a weekly compensation equal to half of the average weekly earnings of the deceased at the time of his injury; (*c*) in case there is no one totally dependent upon the deceased employee then to those partially dependent upon the deceased employee at the time of his injury a weekly compensation not exceeding that payable to total dependents and of such proportionate sum as may be determined according to the measure of dependence; (*d*) in case there are no dependents of the deceased employee the sum of $750, to be paid to the State treasurer and by him set apart as a fund to be used for the payment of lawful expenses of the commissioners; but the compensation payable on account of death resulting from

injuries shall in no case be more than $10 or less than $5 weekly, and such compensation shall not continue longer than 312 weeks after death. The compensation on account of death payable under this act to a widow or widower of a deceased employee shall not cease with the death of such widow or widower, but upon her or his death within the period during which such compensation is payable it shall continue to be paid for the remainder of such period to her or his dependents as defined in section 43.

Illinois.—Death compensation shall be in amount and as follows:

(*a*) If employee leaves widow, child or children whom he was under legal obligation to support, a sum equal to four times his average annual earnings, but not less than $1,500 nor more than $3,500.

(*b*) If no amount is payable under paragraph (*a*), then to a widow, child, parent, grandparent, or other lineal heirs to whose support he had contributed within four years previous to the injury, a sum equal to four times his average annual earnings, but not less than $1,500 nor more than $3,500.

(*c*) If no amount payable under paragraph (*a*) or (*b*), then to dependent collateral heirs, such a percentage of the sum provided in paragraph (*a*) as the average annual contribution made by deceased to the support of such dependent collateral heirs during the two years preceding the injury bears to such earnings.

(*d*) If no amount payable under paragraph (*a*) or (*b*) or (*c*), then for burial expenses a sum not to exceed $150.

Iowa.—To those wholly dependent on the decedent for support at the time of injury, a payment equal to 50 per cent of his average weekly wages; subject to a maximum of $10 per week and a minimum of $5 per week, for a period of 300 weeks.

To partial dependents a weekly compensation equal to the same proportion of the weekly benefits for the benefit of persons wholly dependent, as the amount contributed by the employee to such partial dependents bear to the actual earnings of the deceased at the time of injury; maximum period, 300 weeks.

Where injury causes death to an employee, a minor, whose earnings were received by the parents, the compensation paid to the parents shall be two-thirds of the amount provided for payment to dependents.

Kansas.—Death compensation shall be as follows:

(*a*) To those wholly dependent, a sum equal to three times the earnings of the deceased workman for the preceding year, subject to a maximum of $3,600 and a minimum of $1,200, such earnings to be computed upon the basis of wages during the 30 days next preceding the accident; but if no dependents who are citizens of and residing in the United States or Canada, the compensation shall not exceed $750.

(*b*) If no one wholly dependent, then to partial dependents such proportion of the foregoing amounts as may be agreed upon or determined to be proportionate to the injury to said dependents.

(*c*) If no dependents, the reasonable expenses of medical attendance and burial, not to exceed $100.

Maryland.—To those wholly dependent at the time of the decedent's death, a sum equal to his wages during the previous three years, but not less than $1,000.

Massachusetts.—To persons wholly dependent, weekly payment equal to one-half average weekly wages; maximum $10, minimum $4, for a period of 300 weeks from the date of injury.

To partial dependents, payments shall be equal to that proportion of the weekly payments for the benefit of persons wholly dependent as the amount contributed by the employee bears to the annual earnings of the deceased at the time of his injury. Where weekly payments have been made to an injured employee before his death, the combined payments of the injured person and his dependents shall not exceed 300 weeks from the date of injury.

Michigan.—To persons wholly dependent, weekly payment equal to one-half weekly wages—maximum $10 and minimum $4 a week—for a period of 300 weeks.

To partial dependents, a weekly amount equal to the same proportion of the amounts payable to persons wholly dependent as the amount contributed by the employee to such partial dependents bears to the annual earnings of the deceased at time of injury.

Where death follows period of disability, dependents to receive difference between what they would have received had the accident resulted in immediate death and the amount that the deceased has already received as compensation before in weekly installments.

Minnesota.—In case of death compensation shall be subject to maximum of $10 and minimum of $6 per week, except where weekly wage is less than $6, then full wages. Maximum period of 300 weeks. Such compensation payable to dependents shall be distributed according to law and shall be computed on the following basis: Widow alone, 35 per cent of monthly wages; widow and one dependent child, 40 per cent of monthly wages; widow and two or three dependent children, 50 per cent of monthly wages; widow and four or more dependent children, 60 per cent of monthly wages; dependent orphan, 40 per cent of monthly wages, 10 per cent additional for each orphan in excess of two—maximum 60 per cent; dependent husband alone, 25 per cent of monthly wages; dependent parent or parents alone, 25 per cent of monthly wages if one, 35 per cent of monthly wages if two; dependent brother, sister, or grandparent alone, 25 per cent of monthly wages if one, 30 per cent of monthly wages if more than one.

Partial dependents are entitled to receive that proportion of the benefits provided for actual dependents which the average amount of the weekly contribution of the deceased bore to the total wages of deceased. If there are no dependents, compensation payable shall be the expenses of last sickness and burial, with maximum of $100, in addition to the regular medical and hospital services.

Nebraska.—To persons wholly dependent, 50 per cent of the wages received at the time of injury, with a maximum of $10 per week and a minimum of $5 per week, with a proviso that if at the time of injury the employee receives wages of less than $5 per week then the compensation shall be the full amount of such wages per week. This compensation shall be paid during dependency, not exceeding 350 weeks from the date of the accident causing the injury.

To partial dependents the compensation shall be the same proportion of the benefits provided in case of total dependency as the average amount of the wages regularly contributed by the deceased to such partial dependents, at and for a reasonable time immediately prior to the injury, to the total wages of the deceased during the same time.

Nevada.—An amount equivalent to 50 per cent of the decedent's average monthly earnings, but not less than $20 nor more than $60 per month, for a period of 100 months, with a maximum amount of $5,000.

New Hampshire.—If total dependents, 150 times average weekly wage less any weekly payments made—maximum, $3,000. If partial dependents, such percentage of above as amount contributed by deceased to such partial dependents bore to total wages of deceased.

New Jersey.—Compensation in case of death subject to a maximum of $10 per week and a minimum of $5 per week, except where weekly wage less than $5, then full wages. Maximum period, 300 weeks.

Such compensation is computed, but not distributed, on the following basis:

Actual dependents: For one dependent, 35 per cent of wages; for two dependents, 40 per cent of wages; for three dependents, 45 per cent of wages; for four dependents, 50 per cent of wages; for five dependents, 55 per cent of wages; for six dependents, 60 per cent of wages.

Compensation shall be distributed among dependents, if more than one, according to the order of the judge of the court of common pleas. Where there are no dependents the only compensation shall be expenses of last sickness and burial, with a maximum of $100 for cost of burial.

New York.—If there be a surviving wife (or dependent husband) and no child of the deceased under the age of 18 years, to such wife (or dependent husband) 30 per cent of the average wages of the deceased during widowhood (or dependent widowerhood), with two years' compensation in one sum, upon remarriage; and if there be surviving child or children of the deceased under the age of 18 years, the additional amount of 10 per cent of such wages for each such child until of the age of 18 years, provided that the total amount payable shall in no case exceed 66⅔ per cent of such wages.

If there be surviving child or children of the deceased under the age of 18 years, but no surviving wife (or dependent husband), then for the support of each such child until of the age of 18 years, 15 per cent of the wages of the deceased, provided that the aggregate shall in no case exceed 66⅔ per cent of such wages.

If the amount payable to surviving wife (or dependent husband) and to children under the age of 18 years shall be less in the aggregate than 66⅔ per cent of the average wages of the deceased, then for the support of grandchildren or brothers and sisters under the age of 18 years, if dependent upon the deceased at the time of the accident, 15 per cent of such wages for the support of each such person until of the age of 18 years; and for the support of each parent or grandparent of the deceased, if dependent upon him at the time of the accident, 15 per cent of such wages during such dependency. But in no case shall the aggregate amount payable under this subdivision exceed the difference between 66⅔ per cent of such wages, and the amount payable as hereinbefore provided to surviving wife (or dependent husband) or for the support of surviving child or children.

Any excess of wages over $100 a month shall not be taken into account in computing compensation under this section. All questions of dependency shall be determined as of the time of the accident.

Ohio.—In all death cases, reasonable funeral expenses shall be paid, subject to a maximum of $150, in addition to any other award.

Where the injury causes death within two years the benefits shall be in the amounts and to the persons following: (*a*) If no dependents, funeral expenses only. (*b*) If there are wholly dependent persons at the time of death, 66⅔ per cent average weekly wage, to continue for the remainder of the period between the date of death and six years after the date of injury, subject to a maximum of $3,750 and a minimum of $1,500. (*c*) If there are partly dependent persons at the time of death, 66⅔ per cent average weekly wage, to continue for all or such portion of the period of six years after the date of the injury as the board in each case may determine, subject to a maximum of $3,750.

Oregon.—(1) If the workman leaves a widow or invalid widower, a monthly payment of $30 shall be paid throughout the life of the surviving spouse, to cease at the end of the month in which remarriage shall occur; and the surviving spouse shall also receive $6 per month for each child of the deceased under the age of 16 years at the time of the occurrence of the injury until such minor shall reach the age of 16 years, but the total monthly payment under this paragraph (1) shall not exceed $50. Upon remarriage of a widow she shall receive once for all a lump sum equal to ten times her monthly allowance, viz: The sum of $300, but the monthly payments for the child or children shall continue as before.

(2) If the workman leaves no wife or husband but a child or children under the age of 16 years, a monthly payment of $15 shall be made to each child until such child shall reach the age of 16 years, provided, however, that if any child is under the age of 16 years and over the age of 15 years, he shall be entitled to recover such payments for a period of one year, but the total monthly payment shall not exceed $50, and any deficit shall be deducted proportionately among the beneficiaries.

(3) If the workman leaves no widow, widower, or child under the age of 16 years, but leaves a dependent or dependents, a monthly payment shall be made to each dependent equal to 50 per cent of the average monthly support actually received by such dependent from the workman during the 12 months next preceding the occurrence of the injury, but the total payment to all dependents in any case, shall not exceed $30 per month. If any dependent is under the age of 16 years at the time of the occurrence of the injury, the payment to such dependent shall cease when such dependent shall reach the age of 16 years, excepting a daughter, the payment to whom shall cease when she shall have reached the age of 18 years; provided, however, that if any child is under the age of 16 years and over the age of 15 years, he shall be entitled to recover such payments for a period of one year. The payment to any dependent shall cease if, and when, under the same circumstances, the necessity creating the dependency would have ceased if the injury had not happened.

If the workman is under the age of 21 years and unmarried at the time of his death, the parents or parent of the workman shall receive $25 per month for each month after his death until the time at which he would have arrived at the age of 21 years; provided, however, that such parents shall be entitled thereafter to compensation as dependents under the provisions of the first clause of this paragraph three.

(4) In the event a surviving spouse receiving monthly payments shall die leaving a child or children under the age of 16 years, the sum he or she shall be receiving on account of such child or children shall thereafter, until such child shall arrive at the age of 16 years, be paid to the child increased to $15 per month; provided, however, that if any such child is under the age of 16 years and over the age of 15 years he shall be entitled to recover such payments for a period of one year, but the total to all children shall not exceed the sum of $50 per month.

Rhode Island.—To persons wholly dependent, weekly payment equal to one-half average weekly wages, earnings, or salary; maximum, $10; minimum, $4, for a period of 300 weeks. If dependent is the widow of employee, upon her death, the compensation thereafter payable under the act, shall be paid to the child or children of the deceased employee, including adopted and stepchildren under the age of 18 years, or over that age if they are physically or mentally incapacitated from earning, dependent upon the widow at the time of her death. If more than one child, the compensation to be equally divided.

Partial dependents shall receive a weekly payment equal to the same proportion of the weekly payments provided for the benefit of persons wholly dependent as the amount contributed annually by the employee to such partial dependents bears to the annual earnings of the deceased at the time of injury, for a period of 300 weeks.

When weekly payments have been made an injured employee before his death, the compensation to dependents shall begin from the date of the last of such payments, but shall not continue for more than 300 weeks from the date of the injury.

Texas.—Compensation for death is 60 per cent average weekly wages, subject to maximum of $15 and a minimum of $5 per week, for not more than 360 weeks, such compensation to be distributed according to the laws governing the distribution of other property of deceased persons. If deceased employee leaves no legal beneficiaries or creditors, the expenses of last sickness or burial, not to exceed $100, shall be paid. If deceased leaves no beneficiaries, but leaves creditors, the association shall be liable to such creditors for an amount not exceeding the amount that otherwise would have been due beneficiaries.

Washington.—Where death results from the injury the expenses of burial shall be paid in all cases, not to exceed $75 in any case, and

(1) If the workman leaves a widow or invalid widower, a monthly payment of $20 shall be made throughout the life of the surviving spouse, to cease at the end of the month in which remarriage shall occur; and the surviving spouse shall also receive $5 per month for each child of the deceased under the age of 16 years at time of the occurrence of the injury until such minor child shall reach the age of 16 years, but the total monthly payment under this paragraph (1) of subdivision (*a*) shall not exceed $35. Upon remarriage of a widow she shall receive, once and for all, a lump sum equal to 12 times her monthly allowance, viz, the sum of $240, but the monthly payment for the child or children shall continue as before.

(2) If the workman leaves no wife or husband, but a child or children under the age of 16 years, a monthly payment of $10 shall be made to each such child until such child shall reach the age of 16 years, but the total monthly payment shall not exceed $35, and any deficit shall be deducted proportionately among the beneficiaries.

(3) If the workman leaves no widow, widower, or child under the age of 16 years, but leaves a dependent or dependents, a monthly payment shall be made to each dependent equal to 50 per cent of the average monthly support actually received by such dependent from the workman during the 12 months next preceding the occurrence of the injury, but the toal payment to all dependents in any case shall not exceed $20 per month. If any dependent is under the age of 16 years at the time of the occurrence of the injury, the payment to such dependent shall cease when such dependent shall reach the age of 16 years. The payment to any dependent shall cease if and when, under the same circumstances, the necessity creating the dependency would have ceased if the injury had not happened.

If the workman is under the age of 21 years and unmarried at the time of his death, the parents or parent of the

workman shall receive $20 per month for each month after his death until the time at which he would have arrived at the age of 21 years.

(4) In the event a surviving spouse receiving monthly payments shall die, leaving a child or children under the age of 16 years, the sum he or she shall be receiving on account of such child or children shall be thereafter, until such child shall arrive at the age of 16 years, paid to the child increased 100 per cent, but the total to all children shall not exceed the sum of $35 per month.

West Virginia.—In all death cases reasonable funeral expenses, not exceeding $75, shall be paid in addition to any other award.

If an injury causes death within 90 days, benefits shall be in amounts and to the persons following:

(*a*) Dependent farther or mother of deceased employee who was a minor and unmarried is entitled to 50 per cent of weekly wage, not exceeding $6 per week, to continue until the employee would have been 21 years of age.

(*b*) Widow or invalid widower of deceased employee is entitled to $20 a month until the death or remarriage of such widow or widower; additional $5 per month for each child under the age of lawful employment, to be paid until such child reaches lawful age, total payment not to exceed $35 per month.

(*c*) If there be wholly dependent persons other than widow, widower, or child, the payment shall be 50 per cent of the average monthly support actually received from the employee during the preceding 12 months, to continue for the remainder of the period between the date of death and six years after the date of injury, with a maximum of $20 per month.

(*d*) Partially dependent persons are entitled to 50 per cent of the average monthly support actually received during the preceding 12 months, to continue for such portion of the period of six years after the date of injury as the commission may determine, with a maximum of $20 per month.

All payments of benefits in death cases made according to the determination of the commission.

Wisconsin.—Where death proximately results from the injury and the deceased leaves a person or persons wholly dependent upon him for support, the death benefit shall be as follows:

In case the injured employee was permanently totally disabled, a sum equal to four times his average annual earnings, but which, when added to the disability indemnity paid and due at the time of death, shall not exceed six times his average annual earnings.

In case the injured employee was not permanently totally disabled, such sum which, when added to the disability indemnity paid and due at the time of his death, shall equal four times his average annual earnings.

If death occurs to an injured employee other than as a proximate result of the accident, before disability indemnity ceases, death benefit shall be as follows:

Where the accident proximately causes permanent total disability, it shall be the same as if the accident had caused death.

Where the accident proximately causes permanent partial disability, liability shall exist for such benefit as shall fairly represent the proportionate extent of the impairment of earning capacity in the employment in which the deceased was working at the time of the accident, or other suitable employment, caused by such disability.

In case the deceased employee leaves no one wholly dependent upon him for support, but one or more persons partially dependent therefor, the death benefit shall not exceed four times the amount devoted by deceased, during the year immediately preceding his death, to the support of such dependents and shall be apportioned according to the percentage that the amount devoted by the deceased to the support of such person or persons, for the year immediately prior to the accident, bears to the average annual earnings of the deceased.

Death benefit shall be paid in weekly installments corresponding in amount to 65 per cent of the weekly earnings of the employee, until otherwise ordered by the commission.

WHO ARE DEPENDENTS.

Arizona.—Widow, and a minor child, or children, depending on the workman's earnings for support and education, father, mother, or sister, dependent on him for support.

California.—The following shall be conclusively presumed to be wholly dependent for support upon a deceased employee:

A wife upon a husband with whom she was living at the time of his death.

A husband upon a wife upon whose earnings he is partially or wholly dependent at the time of her death.

A child or children under the age of 18 years (or over said age, but physically or mentally incapacitated from earning) upon the parent with whom he or or they are living at the time of the death of such parent or for whose maintenance such parent was legally liable at the time of his death, there being no surviving dependent parent.

In all other cases, questions of entire or partial dependency and questions as to who constitute dependents and the extent of their dependency shall be determined in accordance with the fact, as the fact may be at the time of the death of the employee.

No person shall be considered a dependent of any deceased employee unless a member of the family of such employee or unless such person bears to such employee the relation of husband or wife, child, adopted child or stepchild, father or mother, father-in-law or mother-in-law, grandfather or grandmother, brother or sister, nephew or niece.

If there is one or more persons wholly dependent for support upon a deceased employee, such person or persons shall receive the entire death benefit, and any person or

persons partially dependent shall receive no part thereof, unless otherwise ordered by the commission.

If there is more than one such person wholly dependent for support upon a deceased employee, the death benefit shall be divided equally among them, unless otherwise ordered by the commission.

If there is more than one person partially dependent for support upon a deceased employee, and no person wholly dependent for support, the amount allowed as the death benefit shall be divided among the persons so partially dependent in proportion to the relative extent of their dependency, unless otherwise ordered by the commission.

Connecticut.—Meaning of dependence. The following persons are conclusively presumed to be totally dependent for support upon a deceased employee: (*a*) A wife upon a husband with whom she lives at the time of his injury or from whom she receives support regularly; (*b*) a husband upon a wife with whom he lives at the time of her injury or from whom he receives support regularly; (*c*) a child or children under the age of 18 years, or over said age but physically or mentally incapacitated from earning, upon the parent with whom he is or they are living or from whom he is or they are receiving support regularly at the time of the injury of such parent, there being no surviving dependent parent.

Illinois.—Widow, child, or children, whom the decedent was under legal obligations to support at the time of his injury. Any widow, child, parent, grandparent, or other lineal heir to whose support the decedent had contributed within four years previous to the time of his injury. In the absence of any of the above-described dependents collateral heirs dependent at the time of injury upon the decedent's earnings.

Iowa.—The following conclusively presumed to be wholly dependent: The surviving spouse, unless it be shown that the survivor willfully deserted without fault upon the decedent's part; a child or children under 16 years of age; over that age if physically or mentally incapacitated from earning, whether actually dependent for support or not; a parent of a minor entitled to his or her earnings at the time of the injury. In all other questions dependence in whole or in part to be determined in accordance with the fact as the fact may be at the time of injury. Step-parents are regarded as parents, and adopted children or stepchildren are regarded the same as if issue of the body.

Kansas.—Such members of the workman's family as were wholly or in part dependent at the time of the accident. "Members of a family means only widow or husband, as the case may be, and children; or, if no widow, husband, or children, then parents and grandparents; or, if no parents or grandparents, then grandchildren; or, if no grandchildren, then brothers and sisters." The word "parents" includes step-parents, the word "children" includes stepchildren, the word "grandchildren" include step-grandchildren, the words "brothers" and "sisters" include stepbrothers and stepsisters, and the words "parents" and "children" include that relation by legal adoption.

Maryland.—Subject to contract.

Massachusetts.—The following persons shall be conclusively presumed to be wholly dependent:

A wife upon a husband with whom she lives at the time of his death; a husband upon a wife with whom he lives at the time of her death; a child or children under the age of 18 (or over said age, but physically or mentally incapacitated from earning) upon the parent with whom it is living at the time of the death of such parent, there being no surviving dependent parent.

In case there is more than one child, the death benefit shall be equally divided. In other cases the question of dependency shall be determined in accordance with the fact as at the time of the injury. In such other cases where there are more than one wholly dependent the death benefit shall be equally divided between them, and the persons partly dependent, if any, shall receive no part thereof; if there is no one wholly dependent and more than one person partly dependent, the death benefit shall be divided among them according to the relative extent of their dependency.

Michigan.—Dependents and the extent of dependency shall be determined as of date of accident, and death benefit becomes fixed at that time. In case of death of one of such dependents, his portion is payable to surviving dependents pro rata. The following persons are conclusively presumed to be wholly dependent:

A wife upon a husband with whom she lives at the time of his death; a husband upon a wife with whom he lives at the time of her death; a child or children under the age of 16 years (or over that age if physically or mentally incapacitated from earning) upon the parent with whom he is or they are left at the time of the death of such parent, there being no surviving parent. In case there is more than one dependent child, the death benefit is divided equally among them. In other cases questions of dependency are determined in accordance with the facts as they may be at the time of the injury.

In case there is more than one person held dependent, those partially dependent are not entitled to anything. If there is no one held dependent and more than one person partly dependent, the death benefit is divided among them according to the relative extent of their dependency. No person considered a dependent unless a member of the family of the deceased or bears to him the relation of husband or widow or any lineal descendant or ancestor or brother or sister.

Minnesota.—Who are dependents and allowances to each: (1) Wife and children presumed wholly dependent. For the purposes of this act, the following-described persons, viz.: Wife minor children under the age of 18 years, or those over that age who are physically or mentally incapacitated from earning, shall be presumed to be wholly dependent.

(2) Actual dependents: Any dependents named in subdivision 1; also husband, mother, father, grandmother,

grandfather, sisters, and brothers who were wholly supported by the deceased workman at the time of his death and for a reasonable period of time immediately prior thereto shall be considered his actual dependents, and payment of compensation shall be made to them in the order named.

(3) Partial dependents: Any dependents named in subdivision 2 who regularly derived part of their support from the wages of the deceased workman at the time of his death and for a reasonable period of time immediately prior thereto shall be considered his partial dependents, and payment of compensation shall be made to them in the order named.

Nebraska.—The following persons shall be conclusively presumed to be wholly dependent for support upon a deceased employee:

A wife upon a husband with whom she is living at the time of his death; a husband upon a wife with whom he is living at the time of her death; a child or children under the age of 16 years (or over said age, if physically or mentally incapacitated from earning) upon the parent with whom he is or they are living at the time of death of such parent, there being no surviving parent. In case there is more than one child thus dependent, the death benefit shall be divided equally among them.

Compensation shall be payable under sections 22 and 23 to or on account of any child, brother, or sister, only if and while such child, brother, or sister is under the age of 16. No compensation shall be payable under said sections to a widow unless she was living with her deceased husband at the time of his death; provided, that a wife or a husband living in a state of abandonment for more than two years at the time of the injury, or subsequently, shall not be a beneficiary under this act. The terms "child" and "children" shall include step-children and adopted children if members of the decedent's household at the time of his death, and shall include posthumous children. If the compensation payable under said sections to any person shall for any cause cease, the compensation to the remaining persons entitled thereunder shall thereafter be the same as would have been payable to them had they been the only persons entitled to compensation at the time of the death of the deceased. If a widow or widower of a deceased employee shall remarry, then the compensation benefits shall become payable to the child or children of such widow or widower, if there be any such child or children; but if there be no such child or children of such dependent widow or widower, shall not be affected by such remarriage.

In all other cases, questions of dependency, in whole or in part, shall be determined in accordance with the fact, as the fact may be at the time of the injury; and in such other cases, if there is more than one person wholly dependent, the death benefit shall be divided equally among them, and persons partly dependent, if any, shall receive no part thereof; if there is no one wholly dependent and more than one person partly dependent, the death benefit shall be divided among them according to the relative extent of their dependency.

No person shall be considered a dependent unless he or she be a member of the family of the deceased employe, or bears to him the relation of widow, or widower, or lineal descendent, or ancestor, or brother, or sister.

Questions as to who constitute dependents and the extent of their dependency shall be determined as of the date of the accident to the employee, and the death benefit shall be directly recoverable by and payable to the dependent or dependents entitled thereto, or their legal guardians or trustees. No dependent of an injured employee shall be deemed during the life of such employee a party in interest to any proceeding by him for the enforcement of collection of any claim for compensation, nor as respects the compromise thereof by such employee.

Nevada.—The following conclusively presumed to be wholly dependent: The surviving spouse, unless it appear that the survivor had willfully deserted without fault upon the decedent's part; a child or children under 16 years of age (and over that age if physically or mentally incapacitated from earning) whether actually dependent for support upon the parent or not; a parent of a minor entitled to the earnings of the decedent presumed to be dependent for a period not exceeding four years. In all other cases questions of dependency in whole or in part shall be determined in accordance with the fact as the fact may be at the time of the injury. Step-parents regarded as parents; adopted children or stepchildren regarded same as if issue of body.

New Hampshire.—A widow, children, or parents, resident of the State, either wholly or partially dependent on the decedent's earnings.

New Jersey.—The term "dependent" shall apply to and include any or all of the following who are dependent upon the deceased at the time of accident or death, namely: Husband, widow, parents, grandparents, children, stepchildren, grandchildren, posthumous children, illegitimate children, brothers, sisters, half brothers, half sisters. Legally adopted children considered as natural children. Dependency presumed as to widow living with husband at time of his decease, and children under the age of 18 years, stepchildren, and illegitimate children presumed to be dependent when they are part of decedent's household at the time of his death.

New York.—Surviving wife or dependent husband, surviving child or children under the age of 18 years, parent, or grandparent. If amount payable to surviving wife or dependent husband and to children under the age of 18 years shall be less than an aggregate of 66⅔ per cent of the average wages of the deceased, then grandchildren or brothers and sisters under the age of 18 years are included, if dependent upon the decedent at the time of the accident.

Ohio.—The following persons are presumed to be wholly dependent upon a deceased employee: Wife, child or children under 16 or over said age if physically or mentally incapacitated from earning. In all other cases the question of dependency

shall be determined in accordance with the facts in each particular case.

Oregon.—Widow or invalid widower, minor children under the age of 16 years; the parent or parents of a workman under the age of 21 years and unmarried; in the absence of a widow or widower or child under the age of 16 years, any person actually dependent upon the decedent.

Rhode Island.—The following persons shall be conclusively presumed to be wholly dependent:

A wife upon a husband with whom she lives or upon whom she is dependent at the time of his death; a husband upon a wife with whom he lives or upon whom he is dependent at the time of her death; a child or children, including adopted and step children, under the age of 18 years (or over said age but physically or mentally incapacitated from earning) upon the parent with whom he is or they are living or are dependent at the time of the death of such parent, there being no surviving dependent parent. In case there is more than one child thus dependent, compensation shall be divided equally.

In all other cases questions of entire or partial dependency shall be determined in accordance with the fact as the fact may have been at the time of the injury. If there is more than one person wholly dependent, the compensation shall be divided equally among them, and persons partly dependent, if any, shall receive no part thereof during the period in which compensation is paid to persons wholly dependent. If there is no one wholly dependent and more than one person partly dependent, the compensation shall be divided among them according to the relative extent of their dependency.

No person shall be considered a dependent unless he is a member of the employee's family or next of kin, wholly or partly dependent upon the wages, earnings, or salary of the employee for support at the time of the injury.

Texas.—Legal beneficiaries of the deceased employee; the compensation to be distributed according to the law provided for the distribution of the property of the deceased. Creditors in the absence of legal beneficiaries.

Washington.—Dependent means any of the following-named relatives of a workman whose death results from any injury and who leaves surviving no widow, widower, or child under the age of 16 years, viz, invalid child over the age of 16 years, daughter between 16 and 18 years of age, father, mother, grandfather, grandmother, stepfather, stepmother, grandson, granddaughter, stepson, stepdaughter, brother, sister, half sister, half brother, niece, nephew, who at the time of the accident are dependent, in whole or in part, for their support upon the earnings of the workman. Except where otherwise provided by treaty, aliens, other than father or mother, not residing within the United States at the time of the accident, are not included.

West Virginia.—A widow, invalid widower, child under the age at which he or she may be lawfully employed in any industry, invalid

child over such age, father, mother, grandfather, or grandmother, who, at the time of the injury causing death is dependent in whole or in part for his or her support upon the earnings of the employee.

Wisconsin.—The following shall be conclusively presumed to be solely and wholly dependent for support upon a deceased employee: (*a*) A wife upon a husband with whom she is living at the time of his death; (*b*) a husband upon a wife with whom he is living at the time of her death; (*c*) a child or children under the age of 18 years (or over said age but physically or mentally incapacitated from earning), upon the parent with whom he or they are living at the time of the death of such parent, there being no surviving dependent parent. In case there is more than one child thus dependent, the death benefit shall be divided between such dependents in such proportion as may be determined by the commission after considering the ages of such dependents and other facts bearing on such dependency.

In all other cases questions of entire or partial dependency shall be determined in accordance with the fact, as the fact may be at the time of the accident to the employee; and in such other cases, if there is more than one person wholly dependent, the death benefit shall be divided equally among them, and persons partially dependent, if any, shall receive no part thereof; and if there is more than one person partially dependent, the death benefit shall be divided among them according to the relative extent of their dependency.

No person shall be considered a dependent unless a member of the family of the deceased employee, or one who bears to him the relation of husband or widow, or lineal descendant or ancestor, or brother or sister.

DETERMINATION OF AMOUNT OF COMPENSATION AND SETTLEMENT OF DISPUTES.

Arizona.—Determined either by written agreement between the parties or by arbitration or by reference and submission to the attorney general; in case of a refusal or a failure of the parties to agree upon a settlement by either of these modes then by a civil action at law. If employer fails to make or pay compensation for a period of three months after the accident, or for two months after the payment of the last monthly compensation, then the beneficiary may bring an action to enforce the payment, the judgment of which shall be for a sum equal to the amount of payments then due and prospectively due under the provisions of the statute. The court awarding the judgment shall direct that the judgment be paid ratably in installments, or by agreement of parties the court may direct that it be paid in lump sum if the court believes it to be to the best interests of the workman.

California.—By release or settlement agreement, which shall be valid only when it provides for the payment of full compensation in accordance with the provisions of the statute and

approved by the industrial accident commission with whom it must be forthwith filed; whereupon the commission may, of its own motion, or upon application of either party, without notice, enter its award based upon such release or settlement agreement. A settlement agreement must be in writing, duly executed, attested by two disinterested witnesses, and must specify the date of the accident, the average weekly wages of the employee, the nature of the disability, whether total or partial, permanent or temporary, the amount paid or due and unpaid to the employee up to the date of the release or agreement, or both, as the case may be, if any, the amount of the payments or benefits then or thereafter to be made, and the length of time that such payment is to continue; in case of death, the name of the widow, if any, the names and ages of all children, if any, the names of all the dependents, if any, and whether such dependents be total or partial.

In case of dispute, either party may file with the industrial accident commission an application for a hearing. The commission may hear the controversy or refer it to one or more referees. Any award or order by the industrial accident commission may be reviewed by writ of certiorari, upon the hearing of which the findings and conclusions of the commission on questions of fact shall be conclusive and final, and the only questions considered in the review are whether or not the commission acted without or in excess of its powers, or was the order or decision secured by fraud, or is the order, decision, rule, or regulation, unreasonable, and whether or not the findings of fact support the order, decision, or award under review. The industrial accident commission has full power and authority to adopt reasonable rules for practice and procedure.

Connecticut.—Volunteer agreements: If an employer and an injured employee, or in case of fatal injury his legal representative, shall, not earlier than two weeks after the date of the injury, reach an agreement in regard to compensation, such agreement shall by the employer be submitted in writing to the commissioner, with a statement of the time, place, and nature of the injury upon which it is based; and if said commissioner shall find said agreement to conform to the provisions of this act in every regard he shall so approve it. Every agreement thus approved shall be filed in the office of the clerk of the superior court for the county in which the injury occurred and a copy thereof shall be retained by the commissioner, and a copy of the same delivered to each of the parties and thereafter it shall be as binding upon both parties as an award by the commissioner. Such agreements shall be subject to subsequent modification as changed conditions may justify, but no modification shall be valid until approved and filed by the commissioner.

If employer and employee are unable to agree, the matter is submitted to the commissioner, who makes the award.

Illinois.—Any settlement agreement executed between the parties within seven days after the injury is presumed to be fraudu-

lent, and no employee, person, representative, or beneficiary shall have power to waive any of the provisions of the statute with regard to the amount which may be payable, except after approval by the industrial board.

Unless settled by agreement, all questions are to be decided in the first instance by an arbitration committee of three members, one to be selected by each of the parties and the third to be a member or appointee of the industrial board. The decision of such committee is subject to review by the industrial board. The decisions of the board, in the absence of fraud, are conclusive, but subject, however, to review by the supreme court on questions of law.

Iowa.—Settlement agreements must be filed with the industrial commissioner, and be approved by him, and shall be approved by him only when terms conform with the provisions of the statute. In case of dispute, either party may notify the industrial commissioner, who shall thereupon call for the formation of a committee of arbitration, consisting of three persons, one of whom shall be the industrial commissioner, who shall act as chairman; the other two shall be named respectively by the two parties. The industrial commissioner has power to review and revise the decision of the arbitration committee. The decision of the commissioner may be presented to the district court and a decree in accordance therewith rendered. There shall be no appeal therefrom upon questions of fact.

Kansas.—Compensation due under the act may be settled by agreement.

Every agreement for compensation and every award shall be in writing, signed and acknowledged by the parties or by the arbitrator or secretary of the committee hereinbefore referred to, and shall specify the amount due and unpaid by the employer to the workman up to the date of the agreement or award, and, if any, the amount of the payments thereafter to be paid by the employer to the workman and the length of time such payments shall continue.

If compensation be not so settled by agreement: (*a*) If any committee representative of the employer and the workman exists, organized for the purpose of settling disputes under this act, the matter shall, unless either party objects by notice in writing delivered or sent by registered mail to the other party before the committee meets to consider the matter, be settled in accordance with its rules by such committee or by an arbitrator selected by it. (*b*) If either party so objects, or there is no such committee, or the committee or the arbitrator to whom it refers the matter fails to settle it within 60 days from the date of the claim, the matter may be settled by a single arbitrator agreed on by the parties, or appointed by any judge of a court where an action might be maintained. The consent to arbitration shall be in writing and signed by the parties and may limit the fees of the arbitrator and the time within which the award must be made. And unless such consent and the order of appointment expressly refers other questions, only

the question of the amount of compensation shall be deemed to be in issue.

Maryland.—By agreement of the parties, by arbitration, or by the judge of the circuit court.

Massachusetts.—If the insurer and the injured employee reach an agreement in regard to compensation, memorandum of it must be filed with the industrial-accident board and approved by it. Such approval shall be given only when the terms conform with the provisions of the act.

In case of failure to agree, either party may notify the industrial-accident board, who shall thereupon call for the formation of a committee of arbitration. The committee of arbitration shall consist of three members, one of whom shall be a member of the industrial-accident board and shall act as chairman. The other two members shall be named, respectively, by the two parties.

The decision is final unless claim for a review before the board is filed by either party within seven days. If claim for a review is filed, the board shall hear the parties and may hear evidence, revise the decision of the committee, or refer back for further findings of fact. No parties shall have the right to a second hearing.

Where proceedings are brought, prosecuted, or defended without reasonable ground, the committee of arbitration, industrial-accident board, or any court before whom any such proceedings are brought under the act may assess the whole cost upon the offending party.

A memorandum of the agreement, approved by the board, or an order or decision of the board may be filed with the superior court, which shall thereupon render a decree in accordance therewith. There shall be no appeal from such a decree upon questions of fact.

Michigan.—If employer or insurer of injured employee reach an agreement, a memorandum of same must be filed with the industrial accident board and must be final and binding if approved by the board. The board shall approve such agreement only when it conforms with the conditions of the act.

In case of failure to agree, either party may notify industrial accident board, who shall thereupon call for the formation of a committee of arbitration which shall consist of three members, one of whom shall be a member of the accident board and shall act as chairman.

Hearings to be held at the locality where injury occurred and decision of committee to be filed with the industrial accident board. The decision shall be final unless a claim for a review before the board is filed within seven days.

If claim for review is filed, the board shall promptly review the decision at such place as the board shall deem advisable. The findings of fact by the industrial accident board upon review shall be conclusive, but the supreme court shall have power to review questions of law involved in determination of board.

Minnesota.—All settlement agreements shall be in accordance with the provisions of the act, and shall be approved by a judge of the district court. In case of dispute, either party may submit claim to a judge of the district court, who is authorized to hear and determine such disputes in a summary manner, and his decisions as to all questions of fact are conclusive and binding. Decisions on questions of law may be reviewed by certiorari.

Nebraska.—Parties have the right to settle all matters of compensation between themselves. A report of such settlements shall be filed with the employer and with the labor commissioner within 60 days of such settlement. In case of dispute, claim may be submitted to arbitration in such manner or method as may be mutually agreed upon, or claim may be submitted by either party to the district court, which court shall have authority to hear and determine the cause as a suit in equity and enter a final judgment. An appeal may be prosecuted in accordance with the laws of the State regulating appeals.

Nevada.—The injured workman, or, in case of death, the parties entitled to compensation under the act, must file application with industrial insurance commission, together with a certificate from the physician who attended the injured person, and it shall be the duty of the physician to inform the injured workman of his rights under the act and to lend all necessary assistance in making the application for compensation; and such proof of other matters as required by the rules of the department, without charge to the workman.

No expressed provision for a hearing or for an appeal is made by the statute other than the provision giving the commission power to adopt reasonable and proper rules to govern its procedure, the nature and extent of the proofs and evidence, and the method of taking them and furnishing the same.

New Hampshire.—By agreement between the parties or by an action at equity. The judgment in such action shall be for a lump sum equal to the amount of payments then prospectively due under the act.

New Jersey.—No agreement between the parties for a lesser sum than that which may be determined by the judge of the court of common pleas to be due shall operate as a bar to the determination of a controversy upon its merits, or to the award of a larger sum, if it shall be determined by the said judge that the amount agreed upon is less than the injured employee or his dependents are properly entitled to receive. In case of dispute, either party may submit a claim, both as to questions of fact, nature, and effect of the injuries, and the amount of compensation therefor according to the schedule provided, to the judge of the court of common pleas, which judge is hereby authorized to hear and determine such disputes in a summary manner, and his decision as to all question of fact shall be conclusive and binding.

New York.—The workmen's compensation commission shall have full power and authority to determine all questions in relation to claims for compensation. The commission shall make, or cause to be made, such investigations as shall be necessary, and upon application of either party shall order a hearing, and shall make its decision and award and file the same in the office of the commission, together with its conclusions of fact and rulings of law. The decision of the commission shall be final as to all questions of fact. The commission may, before making an award, require the claimant to appear before an arbitration committee appointed by it and consisting of one representative of employees, one representative of employers, and either a member of the commission or a person specially deputized by the commission to act as chairman, before which the findings with regard to the claim shall be educed, and by which it shall be considered and reported upon.

An award or decision of the commission shall be final and conclusive upon all questions within its jurisdiction, as against the State fund or between the parties, unless within 30 days after a copy of such award or decision has been sent to the parties, an appeal be taken to the appellate division of the supreme court of the third department. The commission may also, in its discretion, where the claim for compensation was not made against the State fund, on the application of either party, certify to such appellate division of the supreme court questions of law involved in its decision. Such appeals and the questions so certified shall be heard in a summary manner and shall have precedence over all other civil cases in such court. The commission shall be deemed a party to every such appeal, and the attorney general, without extra compensation, shall represent the commission thereon. An appeal may also be taken to the court of appeals in all cases where such an appeal would lie from a decision of an appellate division, in the same manner and subject to the same limitations as is now provided in civil actions. Otherwise such appeals shall be subject to the law and practice applicable to appeals in civil actions. Upon the final determination of such an appeal, the commission shall make an award or decision in accordance therewith.

The commission has power to appoint deputy commissioners with the powers of a commissioner in determination of claims. If the award requires payment of compensation otherwise than from the State fund, all payments as required by the award shall be made directly to the commission or to a deputy specially authorized to receive the same and disburse it in accordance with its award to the persons entitled thereto.

Ohio.—The State liability board of awards shall have full power and authority to hear and determine all questions within its jurisdiction, and its decision thereon shall be final; provided that in case the final action of the board denies the right of the claimant to participate at all in such fund on the ground that the injury was self-inflicted or on the ground that the

injury did not arise in the course of employment, or upon any other ground going to the basis of the claimant's right, then the claimant has the right to appeal to the common pleas court.

Oregon.—The workman entitled to compensation under the act shall file with the commission his application together with a certificate from the physician who attended him, and it shall be the duty of the physician to inform the injured workman of his rights under the act and to lend all necessary assistance in making the application for the compensation and such proof of other matters as required by the rules of the commission, without charge to the workman. Anyone aggrieved by the decision of the commission may appeal to the circuit court by an informal and summary procedure.

Rhode Island.—All settlements and agreements must be filed in the office of the clerk of the superior court, who shall forthwith docket and present the same to the justice of the superior court, and when approved by the justice, the agreements shall be enforceable by said superior court. Such agreement shall be approved by the justice only when its terms conform with the provisions of the act. In case of dispute, either party may file in the offices of the clerk of the superior court a petition, stating the names and residences of the parties, the facts relating to employment at the time of the injury, the cause, extent, and character of the injury, the amount of wages, earnings, or salary received at the time of the injury, and such other facts as may be necessary and proper for the information of the court.

Texas.—All questions arising under the act not settled by agreement between the parties shall be determined by the industrial accident board. Any interested party who does not consent to abide by the final ruling and decision of such board of any disability claim may sue on such claim, or may require suit to be brought thereon, in some court of competent jurisdiction, and the board shall proceed no further toward the adjustment of such claim.

Washington.—Where a workman is entitled to compensation under this act he shall file with the department his application for such, together with the certificate of the physician who attended him, and it shall be the duty of the physician to inform the injured workman of his rights under this act and to lend all necessary assistance in making this application for compensation and such proof of other matters as required by the rules of the department without charge to the workman.

West Virginia.—The commission hears and determines all questions within its jurisdiction and its decision thereon is final. But where the commission in its final action denies the right of a claimant to participate at all in the fund, on any ground going to the basis of the claimant's right, then the claimant may, within 60 days after notice of such final action, apply for appeal to the supreme court of appeals. The latter court decides whether or not an appeal shall be granted, and if granted, hears such appeal.

Wisconsin.—Every compromise of a claim for compensation shall be subject to review by, and may be set aside, modified, or confirmed by, the commission, upon application made within one year from the time of compromise.

In case of dispute, any party interested may file an application in writing with the industrial commission, which will fix the time for the hearing thereof, hear the testimony, make and file its findings and its award. Pending the hearing, in determination of any controversy, the commission shall have power to order the payment of such, or any part of, the compensation which is or may fall due, as to which the party from whom the same is claimed does not deny liability in good faith. The findings of fact made by the commission acting within its powers shall, in the absence of fraud, be conclusive. The order or award shall be subject to review only by action for such review and shall be set aside only upon the following grounds: That the commission acted without or in excess of its powers; that the order or award was secured by fraud; that the findings of fact by the commission do not support the order or award.

EXCLUSIVENESS OF REMEDY.

Arizona.—The employee has option after injury either to claim compensation or to sue for damages under the liability law.

California.—When the employer is guilty of gross negligence or willful misconduct, in which case the employee may, at his option, either claim compensation under the act or sue at law for damages. Otherwise the compensation remedy under the act is exclusive.

Connecticut.—Remedy exclusive.

Illinois.—Remedy exclusive.

Iowa.—Remedy exclusive.

Kansas.—Remedy exclusive.

Maryland.—Remedy exclusive.

Massachusetts.—Compensation remedy is exclusive, but amount may be doubled in case injury is due to the serious and willful misconduct of employer or of any person regularly intrusted with and exercising the powers of superintendence.

Michigan.—Remedy exclusive.

Minnesota.—Remedy exclusive.

Nebraska.—Remedy exclusive.

Nevada.—Remedy exclusive.

New Hampshire.—Workman has right of election after injury to accept compensation under the act or sue for damages under the liability law.

New Jersey.—Remedy exclusive.

New York.—Remedy exclusive when employee has secured the payment of compensation as provided in the act.

Ohio.—Employee may sue employer under liability law where injury results from the willful act of the employer or any of his officers or agents or from the failure of such employer or any of his officers or agents to comply with any lawful requirement for the protection of the lives and safety of employees.

Oregon.—Workman or his dependents have the right of action for damages for injury caused by failure of employer to install or maintain any safety appliance devised or safeguard required by statute.

Rhode Island.—Remedy exclusive.

Texas.—Remedy exclusive except in case of death which is due to willful act or negligence of employer, in which case the latter is liable for damages.

Washington.—If injury or death results to a workman, from deliberate intention from his employer to produce such injury or death, the workman or his dependents shall have the privilege to come under the act and also have cause of action against the employer as if the act had not been enacted, if in excess of damage over the amount received or receivable under the act.

West Virginia.—Exclusive remedy.

Wisconsin.—Exclusive remedy.

METHODS OF INSURANCE.

Arizona.—Insurance not compulsory.

California.—Insurance not compulsory. Employers are permitted under the law to insure in a mutual or a stock company, or in the State fund, creation of which is authorized by the compensation act. Persons entitled to compensation may proceed against the employer or insurance carrier either jointly or separately.

Every contract insuring against liability for compensation must contain a clause to the effect that the insurance carrier shall be directly and primarily liable to the employee or his dependents to pay the compensation; that as between the parties notice to or knowledge of the occurrence of the injury on the part of the employer shall be deemed notice or knowledge on the part of the insurance carrier. The insurance contract or policy shall not contain any provisions relieving the insurance carrier from payment when the employer becomes insolvent or is discharged in bankruptcy. Where, after accident, it appears that the employer is insured against liability of the full amount of compensation payable, or that may become payable, the employer shall thereupon be relieved from compensation to such claimant and the insurance carrier substituted in his place in any proceeding therefor.

If any insurance policy contains a limitation as to the compensation payable, such limitation is to be printed in the body of the policy in bold-face type, and in addition thereto the remark "Limited compensation policy" shall be printed on the top of the policy in bold-face type.

No insurance carrier shall insure against the liability of the employer for damages recoverable at law for the gross negligence of the employer, which liability exists under the California statute in addition to the right to compensation.

A State compensation insurance fund is created which, as declared by the statute, shall, "after a reasonable time during which it may establish a business, be fairly competi-

tive with other insurance carriers, and it is the intent of the legislature that said fund shall ultimately become neither more nor less than self-supporting." Such compensation insurance fund is to be administered by the industrial accident commission, with all the powers of a government body, of a private insurance carrier, and with the power to delegate to the manager of the State compensation insurance fund any of its powers, functions, or duties, under State rules and regulations, and subject to such conditions as it may from time to time prescribe.

In conducting the compensation insurance fund, the commission have power to decline to insure any risk in which the minimum requirements of the commission with regard to construction, equipment, and operation are not observed, or which is beyond the safe carrying of the State compensation insurance fund, but shall not have power or authority to otherwise refuse to insure any compensation risk tendered with the premium therefor. The commission is given power to contract with physicians, surgeons, and hospitals for medical and surgical treatment and the care and nursing of injured persons entitled to benefits from the fund.

Rates are to be based upon "reserve" and not upon "assessment," and are to be such as to produce a reasonable surplus to cover the catastrophe hazard. It may issue either limited or unlimited insurance contracts. The compensation insurance fund may issue policies covering with their employees those employers who perform labor incidental to their occupations and those members of the families of such employers engaged in the same occupation.

Connecticut.—Every employer who does not reject the compensation act must either furnish to the commissioner satisfactory proof of his solvency and financial ability to pay directly the compensation or to insure his full liability in one or both of the following ways: By filing with the insurance commissioner security aggregating the obligations of the act or by insuring his full liability in a stock or mutual company or association or, by such combination of the above methods as he may choose, subject to the approval of the insurance commissioner.

Every insurance policy shall contain a clause that as between the parties notice and knowledge of the occurrence of the injury by the insured shall be deemed notice and knowledge by the insurer, and that the latter shall in all things be bound by and subject to judgments of awards entered against the insured.

No insurance against liability under the act shall be written unless it cover the entire liability of the employer and contain an agreement by the insurer that in case the insured shall become insolvent, or be discharged in bankruptcy, or an execution upon a judgment be returned unsatisfied, the claim for compensation may be enforced against the insurer to the same extent that the insured could have enforced his claim against such insurer had he paid compensation.

Employers who have accepted the act are given authority to organize mutual insurance associations, but no such association shall be formed to include employers not in the same or similar trade or business, or in trades or businesses with substantially the same degree of hazard of injuries to employees.

Illinois.—Every employer who elects to provide and pay compensation under the act must, if required by the industrial board and subject to its approval, either (1) file proof of his financial ability to make any normally required payment, or (2) furnish security guaranteeing the payment of compensation normally required to be paid, or (3) insure his liability in some authorized corporation, association, or organization, or (4) make some other provision for securing payment of the compensation normally required to be paid. If an employer fails so to do, then he becomes liable for compensation in accordance with the terms of the act, or for damages in the same manner as if he had not elected its compensation features, at the option of the injured employee or his representative. "Normal" liability and compensation "normally" required to be paid are to be measured by the experience of the employer during two years preceding demand by the board, and if there is no such individual basis of experience, then by general experience under similar circumstances.

Any contract of employment providing for relief benefit or insurance whereby the employee is required to pay any premium for insurance against the compensation provided for in the act shall be null and void.

Iowa.—Every employer subject to provisions of the act shall either furnish proof satisfactory to the insurance department and the industrial commissioner of the solvency and financial ability to pay the compensation or deposit with the insurance department security satisfactory to such department and the industrial commissioner, or shall insure his liability in some corporation, association, or organization approved by the State department of insurance.

Groups of employers by themselves or in an association with any or all of their workmen may form insurance associations, subject to reasonable conditions and restrictions which may be fixed by the State insurance department.

All insurance policies shall provide that as between the parties notice to and knowledge of the occurrence of injury or death on the part of the employer shall be notice and knowledge on the part of the insurer, and shall be bound by every agreement, award, or judgment rendered against the employer. All insurance policies shall be payable, notwithstanding the insolvency or bankruptcy of the employer, and the workman is given the first lien upon such moneys.

Commissions for placing or renewing insurance under the act are limited to 15 per cent of the premium charged.

Kansas.—Insurance not compulsory where the payment of compensation to the workman is insured, by a policy or policies, at the expense of the employer, the insurer shall be subro-

gated to the rights and duties under this act of the employer, so far as appropriate.

Maryland.—Employers accepting the act are required to insure their employees in some casualty company organized under the laws of the State of Maryland, or authorized to do business in the State, except that employers employing not less than 1,500 employees may establish an insurance fund from sums contributed by himself and his employees.

Massachusetts.—The Massachusetts Employees' Insurance Association is created by the statute. All employers who accept the act must become subscribers, unless they insure the liability to pay compensation in a liability insurance company authorized to do business within the Commonwealth.

Every private company writing insurance must file with the insurance department its classification of risks and premiums relating thereto, and any subsequent proposed classifications or premiums, none of which shall take effect until the insurance commissioner has approved the same as adequate for the risk to which they respectively apply.

Michigan.—The employers accepting the act must either furnish satisfactory proof to the State industrial board of the employer's solvency and financial ability to pay directly to his employees compensation and benefits provided for; or insure against such liability in any employers' insurance association organized under the laws of the State of Michigan; or insure against such liability in any employers' liability company authorized to take such risk in the State of Michigan; or request the insurance commission of the State of Michigan to assume the administration of the disbursement of the compensation except the furnishing of medical aid.

The board has the right, from time to time, to review and alter its decision in approving the election of the employer to adopt any one of the foregoing methods of payment, if in his judgment such actions necessary are desirable to secure and safeguard such payments to employees.

Every contract of insurance shall be deemed to be made subject to the provisions of the compensation act and provisions that are inconsistent with the act are declared to be void. Companies not approved by the commissioner of insurance are forbidden to enter into any such contract for insurance or compensation.

Any person entitled to compensation under the act shall have the right to enforce in his own name the liability of any insurance company or of any employers' association, or commissioner of insurance who may have insured the liability for such compensation.

Every employer against whom liability may exist for compensation under the act may, with the approval of the industrial accident board, be relieved therefrom by depositing the present value of the total unpaid compensation for which such liability exists in a trust company or by the purchase of an annuity.

The insurance commission is to assume charge of levying and collection of premiums and dividends necessary to pay amounts due employees or their dependents, and the expense of conducting the administration of such funds as soon as five or more employers having on their pay rolls an aggregate number of not less than 3,000 employees, request him so to do. Neither the commissioner of insurance nor the State of Michigan is to become liable for the payment of claims for compensation beyond the extent of the funds so collected.

It is the intention that the amounts raised shall ultimately become neither more nor less than self-supporting and the premiums and assessments levied shall be subject to readjustment from time to time by the commissioner of insurance.

The commissioner of insurance is to classify the establishments of works of such employers and groups in accordance with the nature of the business and the probable risk of injury, determine the amount of the premiums or assessments to be paid by such employers, prescribe when and in what manner they shall be paid and change the amount thereof, both in respect to any and all employers, from time to time as circumstances may require, the condition of their respective quarters, establishments or places of work, and in respect to safety.

At the beginning of each fiscal year the commissioner of insurance shall collect for the required payment premiums in such amounts as shall, together with any balance in the accident fund, in his judgment and subject to the approval of the industrial accident board, be sufficient for the payment of all sums which may become due and payable to the employees of any employer, together with the expenses of administering such fund during the following year.

In case of default in the payment of premiums the sum due shall be collected by an action at law in the name of the State. The defaulting employer shall, during the period of the default, be liable to suit by the injured workman or his dependents as if he had not elected to become subject to the act. The accident fund shall pay to such injured workman or his dependents the amount of compensation less the amount collected from the employer in such action.

Provision is made for the withdrawal of the employer at the end of a year.

Minnesota.—If the risk of the employer is carried by any insurer doing business for profit, or by any insurance association or corporation formed of employers, or of employers and workmen, to insure the risks under this act, operating by the mutual assessment or other plan or otherwise, then in so far as policies are issued on such risks they shall provide for compensation for injuries or death according to the full benefits of part 2 of this act.

Such policies shall contain a clause to the effect that as between the workman and the insurer, that notice to and knowledge by the employer of the occurrence of the injury shall be deemed notice and knowledge on the part of the

insurer; that jurisdiction of the employer for arbitration or other purposes shall be jurisdiction of the insurer, and that the insurer will in all things be bound by and subject to the awards rendered against such employer upon the the risks so insured.

Such policies must provide that the workman shall have an equitable lien upon any amount which shall become owing on account of such policy to the employer from the insurer and in case of the legal incapacity or inability of the employer to receive the said amount and pay it over to the workman or dependents, the said insurer will pay the same direct to said workman or dependents, thereby discharging all obligations under the policy to the employer and all of the obligations of the employer and insurer to the workman; but such policies shall contain no provisions relieving the insurance company from payment when the employer becomes insolvent or discharged in bankruptcy or otherwise, during the period the policy is in force, if the compensation remains owing.

The insurer must be one authorized by law to conduct such business in the State of Minnesota, and authority is hereby granted to all insurance companies writing such insurance to include in their policies in addition to the requirements now provided by law the additional requirements, terms, and conditions in this section provided.

Nebraska.—Insurance is not compulsory, but any employer may insure in any liability company or mutual insurance association authorized to do business in the State. No policy of insurance against liability shall be made unless same cover the entire liability of the employer, and contain an agreement by the insurer that in case the employer shall be or become insolvent or an execution for a judgment for compensation be returned unsatisfied the claim may be enforced against the insurer to the same extent that the employer could have enforced his claim against such insurer had he paid compensation. Every contract of insurance being made subject to the provisions of the act. Provisions inconsistent with the provisions thereof are void.

Nevada.—The act creates a State insurance fund in which all employers coming under the act are compelled to insure. The State of Nevada shall not be liable for the payment of any compensation, save and except from the State insurance fund, to be derived from the payment of premiums. The expenses of administration are limited to 10 per cent of the amount of premiums paid into the fund. The insurance rates are fixed by the statute, with power to the industrial commission to increase or decrease the same as experience and conditions demand. The commission shall have the power to classify employments with respect to their degree of hazard; to determine the amount of risk to same, based upon the pay roll and number of employer in each of such classes of employment sufficiently large to provide an adequate fund for the compensation provided for in

the act; and to create a surplus sufficiently large to guarantee a satisfactory insurance fund from year to year.

The industrial commission may increase the classification of risks and premium rates of an establishment or works which may be, by reason of poor or careless management, unduly dangerous in comparison with other like establishments or works.

New Hampshire.—The employers accepting the act must either satisfy the commissioner of labor of his financial ability to comply with its provisions or file with the commissioner bonds conditioned on the discharge by such employer of all liability incurred under the act.

New Jersey.—Insurance not compulsory.

New York.—Insurance under the New York act is compulsory in some one of the following ways: (1) By insuring and keeping insured the payment of such compensation in the State fund, or (2) by insuring and keeping insured the payment of such compensation with any stock corporation or mutual association authorized to transact the business of workmen's compensation insurance in this State. If insurance be so effected in such a corporation or mutual association, the employer shall forthwith file with the commission, in form prescribed by it, a notice specifying the name of such insurance corporation or mutual association together with a copy of the contract or policy of insurance. (3) By furnishing satisfactory proof to the commission of his financial ability to pay such compensation for himself, in which case the commission may, in its discretion, require the deposit with the commission of securities of the kind prescribed in section 13 of the insurance law, in an amount to be determined by the commission, to secure his liability to pay the compensation provided in this chapter.

If an employer fail to comply with this section, he shall be liable to a penalty for every day during which such failure continues of $1 for every employee, to be recovered in an action brought by the commission.

The commission may, in its discretion, for good cause shown, remit any such penalty, provided the employer in default secure compensation as provided in this section.

Failure to secure compensation shall have the effect of enabling the injured employee or his dependents to maintain an action in the courts for damages on account of such injury, and in such action the defendant may not plead as the defense that the injury was caused by negligence of a fellow servant, or that the employee assumed the risk of his employment, or that his injury was due to contributory negligence of the employee.

An employer contributing to the State fund is relieved from all liability under the act, and the persons entitled to compensation shall have recourse only to the State fund.

An employer otherwise insured is not thereby relieved from liability for compensation, and a person entitled to compensation may proceed either against the employer or insurance carrier.

Every policy of insurance must contain a provision setting forth the right of the compensation commission to enforce the policy for the benefit of the persons entitled to the compensation insured by the policy.

Every policy shall contain a provision that as between the parties to or knowledge of the occurrence of the injury on the part of the employer shall be deemed notice or knowledge on the part of the insurance carrier, and the insurance carrier shall in all things be bound by orders, findings, decisions, or awards rendered against the employer.

Every policy shall contain a provision to the effect that the insolvency or bankruptcy of the employer shall not relieve the insurance carrier from liability.

A State insurance fund is created to be administered by the compensation commission. Ten per cent of the premiums collected from the employers insured in the fund shall be set aside by the commission for the creation of a surplus until such surplus amounts to the sum of $100,000, and thereafter 5 per cent of such premiums until such time that, in the judgment of the commission, such surplus shall be sufficiently large to cover the catastrophe hazard. The commission shall also set up and maintain a reserve adequate to meet anticipated losses and carry all claims and policies to maturity.

The entire expense of the administration of the State insurance fund shall be paid in the first instance by the State out of moneys appropriated therefor. All expenses so incurred by the State shall be refunded to the State treasurer out of such State insurance fund.

The workmen's compensation commission shall have power to rearrange the groups of industries, determine the hazards of the different classes, and fix the rates of premiums. The commission may adopt a system of schedule rating in such a manner as to take account of the peculiar hazard of each individual risk.

Under the statute authorizing the creation of mutual companies these companies are given power to write not only compensation risks, but also insure their members against public liability. These associations must have at least 40 members and 2,500 employees.

Ohio.—The State insurance fund is created and insurance in such fund is compulsory. The State liability board of awards is required to classify occupations with respect to their degree of hazard and determine the risks of the different classes and fix the rates of premiums for the risks for a sum sufficiently large to provide an adequate fund for the compensation provided for under the act and to maintain the State insurance fund from year to year. The rate of premium is required to be the lowest possible consistent with the maintenance of a solvent State insurance fund and the creation and maintenance of a reasonable surplus for the payment of legitimate claims.

The board is required to keep an accurate account of the money paid in premiums by each of the several classes of occupations or industries and the disbursements on account

of injuries and deaths of employees thereof; and is also required to keep an account of money received from each individual employer and the amount disbursed from the State insurance fund on account of injuries and death of the employees of such employer. Ten per cent of the money heretofore paid into the State insurance fund and 10 per cent of all that may hereafter be paid into such a fund shall be set aside for the creation of a surplus until such surplus shall amount to the sum of $100,000, after which time the sum of 5 per cent of all the money paid into the State insurance fund shall be credited to such surplus fund unless such surplus, in the judgment of the board, shall be sufficiently large to guarantee the State insurance fund from year to year.

Any employer who neglects to comply with the requirements with regard to insurance is made liable to the injured employee for full damages without the common-law defenses, or the injured employee, at his option, may claim compensation from the insurance fund, whereupon such fund may recover total amount of its liability, with 50 per cent additional as a penalty, from the employer.

Oregon.—The State insurance fund is created to be contributed to by the employers and workmen who elect to accept the act. The State appropriated $50,000 to the fund, and annually donates one-seventh of the total amount of contributions.

Every employer under the act is authorized and required to retain from the moneys earned by each of his workmen who is subject to the act a sum equal to five-tenths of 1 per cent of the moneys so earned in each calendar month, and, in any event, at least 25 cents each month; and is further required to pay the sum so retained to the industrial accident commission, with an additional sum equal to six times such an amount.

Rhode Island.—Insurance not compulsory.

Texas.—Employers accepting the act are required to insure in either the Texas Employers' Insurance Association, created under the terms of the compensation act, or in any mutual or stock company. Insurance associations or companies are required to file with the commissioner of banking and insurance classification of premiums, none of which shall take effect until the commissioner of banking and insurance has approved same as adequate to the risks to which they respectively apply and not higher than charged by the Texas Employers' Insurance Association. Mutual companies must have at least 50 subscriptions and not less than 2,000 employees.

Washington.—The State insurance fund is created, to which all employers under the act must contribute. The statute fixes the premium rates for each group of industries enumerated or directs that each class make as an initial payment into the accident fund one-fourth of the premium of the next succeeding year and one-twelfth thereof at the close of each month after 1911, with the proviso that any class having sufficient funds credited to its account at the end of the first

three months or any month thereafter to meet the requirements of the accident fund shall not be called upon for such month.

It is the intent that the fund created shall ultimately become neither more nor less self-supporting, exclusive of the expense of administration.

West Virginia.—The State insurance fund is created, to which those who accept the act must contribute. The commission is given power to determine the risk of the different classes and fix the rates of premium in each class according to the risks of the same, to provide an adequate fund for the compensation required under the act, and to create a surplus sufficiently large to guarantee a workmen's compensation fund from year to year, with the proviso that the rates so fixed shall not exceed a maximum of $1 on each $100 of the gross annual pay roll of each employer in any class. The premiums of the State fund are contributed to in the proportion of 90 per cent by the employers and 10 per cent by the employees.

Wisconsin.—The employers accepting the act are required to insure payment of the compensation in either a stock or mutual company authorized to do business in the State, unless exempted from such insurance by the industrial commission. The commission may make such exemption upon proof by the employer as to his financial ability to pay compensation, which provision may be revoked upon 10 days' notice in writing. Every insurance company doing business within the State shall file with the industrial commission its classifications of risks and rates of premium relating thereto. Discrimination between insured having risks in the same class and degree of hazard by the granting of any rebate or deduction in such rate of premium, or by any change of classification for the purpose of granting such deduction, or in any other manner, is forbidden. Any employer against whom liability may exist for compensation may, with the approval of the industrial commission, be relieved therefrom by either depositing the present value of the total unpaid compensation for which such liability exists or by the purchase of an annuity.

NO. 2. RULES ADOPTED BY STATE BOARDS OR COMMISSIONS.

Under the statutes creating the special boards charged with the duties of administering the law the boards are given power to make rules for the enforcement of such laws. The various boards have adopted rules pursuant to such authority, and the following rules are published as illustrating the extent to which this authority aids the State boards or commissions in bringing about prompt and inexpensive adjustments and fair dealing between employer and employee:

MASSACHUSETTS.

RULE NO. 1.—*Manner of giving notice by employer of acceptance of the act.*

If personal service is not made of the notices required by sections 20 and 21 of Part IV, chapter 751 of the acts of 1911, and the amendments thereto, said notices may be given by posting the same at one or more of the principal entrances to the factory, shop, or place of business of the employer and in each room where labor is employed, said notices to be printed or typewritten.

Supplement to rule 1.—It has been represented to the industrial accident board that it is possible that employees may be engaged for labor away from the office or headquarters of the subscriber, or may be employed in more than one place or office, and that in these cases personal notice is not always possible or practical. To meet this situation the board has passed the following supplement to rule No. 1:

Where the same employees are employed in more than one room in a building, or in various places, or where employers are engaged in such business as that of managing office buildings, and personal service of the notices required by sections 20 and 21, Part IV, chapter 751 of the acts of 1911, and amendments thereto, is not made, said notices can be served by posting the same at one or more of the principal entrances to each building so managed or where labor is employed, or by posting the same in a conspicuous place near any time clock or other registering device which employees in any such building are required to use, or by posting the same at the entrance to the office of the janitor of said building, or by posting the same at the place where the employee is hired.

RULE NO. 2.—*Manner of giving notice by employee to employer.*

In each instance the notice shall be served upon the employer, or upon one employer if there are more employers than one, or upon any officer or agent of a corporation if the employer is a corporation, by delivering the same to the person on whom it is to be served, or by leaving it at his residence or place of business, or by sending it

by registered mail addressed to the person or corporation on whom it is to be served, at his last known residence or place of business. (Sec. 5, Part I, ch. 751, of the acts of 1911, and amendments thereto.)

RULE NO. 3.—*Report of accidents by association or insurance companies to the board.*

That the association and liability insurance companies report to it all accidents within five days after receipt of notice thereof by them from any subscriber, by sending to the industrial accident board a list or brief statement of the same.

RULE NO. 4.—*Additional copy of employee's claim for compensation to be sent to insurance association or company.*

An employee making a claim for compensation under this act shall furnish the association or insurance company against whom said claim is made with a copy thereof by mail or otherwise forthwith, upon the filing of the same with the industrial accident board. This rule shall be without prejudice to any rights acquired by the filing of said claim with the board under the provisions of Part II, section 23, chapter 751, of the acts of 1911, and amendments thereto, or by other provisions of said act.

RULE NO. 5.—*Insurance association and companies to notify industrial accident board of employers who insure or cease to insure.*

That the insurance association and all liability insurance companies shall notify the industrial accident board of the names and addresses of all employers who insure their liability under the workmen's compensation act, notice to be given forthwith upon the issuance of such insurance and a further notice to be given when employers cease to be so insured.

RULE NO. 6.—*Agreements between the insurer and employee.*

Every agreement in regard to compensation under this act is subject to approval by the industrial accident board, and a memorandum of the same must be filed with the board, whether said agreement is written or oral, and whether it is made by one or both parties, or in the form of a receipt. Any weekly payment or settlement under the act, whether purporting to be final or otherwise, may be reviewed by the board. (Sec. 20, Part II, and secs. 4 and 12, Part III, ch. 751, of the acts of 1911, and amendments thereto, and rule adopted by the board.)

The above paragraph of this rule shall be written or printed at the head of every agreement regarding compensation, and of every receipt taken by the insurer from the employee.

RULE NO. 7.—*Employer to file notice of insurance with the board.*

Every employer shall file with the industrial accident board a copy of the form of notice, including the signature thereto, which he has given to his employees that he has insured under this act.

RULE No. 8.—*Employer to notify employees of change of insurer.*

Every employer shall notify his employees of any change of insurer by serving or posting a new "notice to employees," stating the name of the new insurance company or association insuring his liability under this act, and filing a copy of such notice with the industrial accident board.

MICHIGAN.

RULE 1.—*What accidents to be reported.*

All accidents which result in disability continuing for more than one full working day shall be reported to the board; all accidents involving the loss of a member shall be so reported irrespective of the question of disability resulting; all accidents causing death shall be reported to the board.

RULE 2.—*When to be reported.*

All employers subject to the compensation law shall make reports to the board weekly of all accidents to their employees which come within the classes of accidents designated in Rule 1. Such reports shall be on and in accordance with the requirements of the weekly report blank, "Form No. 5–a," of said board.

RULE 3.—*Fifteenth-day report.*

In all cases where the disability resulting to the injured employee continues for more than 14 days, a further report, on and in accordance with the requirements of report blank, "Form No. 6," shall be made to the board on the 15th day of such disability: *Provided,* That in all cases where the accident causes the loss of a member or death, such report on Form No. 6 shall be made to the board within 10 days after such accident or such death, as the case may be.

RULE 4.—*Immediate report required.*

In all cases where a claim for compensation is filed with the board by an injured employee, if it appears that the report required by Rule 3 has not been made and filed by the employer on account of disagreement as to the continuance of the disability or for any other reason, the board shall thereupon require such employer to forthwith file a report of the accident on and in accordance with the requirements of blank Form No. 6 of said board.

RULE 5.—*Memorandum agreement.*

When an agreement in regard to compensation is made between the employer and the injured employee, the same shall be in writing on and in accordance with Form No. 10 of the board, and such agreement, together with the supplemental report in accordance with the requirements of Form No. 7, shall be immediately filed with the board.

RULE 6.—*Supplemental report.*

In cases where the employer and employee fail to reach an agreement in regard to compensation and either of such parties files application with the board for arbitration of the matter, such employer shall, within 15 days after the filing of such application for arbitration, make and file with the board a supplemental report of the accident on and in accordance with the requirements of Form No. 7 of said board.

RULE 7.—*Receipts for compensation.*

After an agreement relating to compensation is made between the employer and the injured employee, and approved by the board; and also in cases where an application for arbitration has been filed and an award of compensation made by the board, receipts for weekly payments of compensation made upon Form No. 11, signed by such employee or his dependents, shall be filed in the office of the board monthly.

RULE 8.—*Final report.*

When the disability of the injured employee terminates; and also when the payment of compensation for the loss of a member, or in case of death, has been fully made, final report thereof shall be filed with the board, on and in accordance with Form No. 7–a, together with settlement receipt on and in accordance with Form No. 12, signed by the employee or his dependents, as the case may be.

RULE 9.

Wherever the word "employer" is used in the foregoing rules, numbered from 1 to 8, inclusive, it shall be construed to cover either the employer, or the insurance company carrying the risk, or the Commissioner of Insurance, as the case may be.

Adopted October 9, 1912. Lansing, Mich.

INDUSTRIAL ACCIDENT BOARD,
R. L. DRAKE, *Secretary.*

CALIFORNIA.

The following rules shall go into immediate effect under the provisions of chapter 399, Laws 1911, and shall govern in any matter or proceeding relating to the administration of said act by the industrial accident board.

RULE I.—*Preliminary.*

Chapter 399, Laws 1911, may be cited as the "Employers' liability act," and these rules as the "Industrial accident board rules." All words and phrases used in these rules shall have the same meaning as is given to the same words and phrases in sections 3 to 31 of the employers' liability act.

RULE II.—*Office of industrial accident board.*

Office shall be open during such hours as are fixed by law for the transaction of public business. The board may from time to time hold public sessions in such other places in the State as convenience may require.

RULE III.—*Posting of notices.*

Employers shall immediately post, and keep posted, all notices required to be posted by the industrial accident board in conspicuous places in their offices and works where such notices are most likely to be seen and read by their employees.

RULE IV.—*Reports.*

Employers and physicians attending injured employees shall, within 10 days after the happening of an accident causing a loss of industrial time lasting more than one week, make a full report thereof to the industrial accident board. In any case where a compromise of liability for accident is made directly by the employer and employees, a full report of such compromise shall be immediately made by the employer to the industrial accident board.

RULE V.—*Parties to proceedings.*

When a controversy arises concerning any matter over which the industrial accident board has jurisdiction, any party to the controversy may apply to the board for relief. The party making such application shall be known as the "applicant." All other persons necessary to enable the board effectively and completely to adjudicate upon and settle all questions involved shall be made parties to the application and shall be known as the "respondents."

An application on behalf of the dependents of a deceased workman for the settlement of a controversy may be made by the legal personal representatives (if any) of the deceased workman on behalf of such dependents or by the dependents themselves. All such dependents shall be joined in the application either as applicants or respondents.

An application for the settlement of a controversy respecting medical attendance or the burial expense of a workman who leaves no dependents shall be made by the legal representatives (if any) of the deceased workman. If there are no such personal representatives, the application may be made by any creditor to whom any such expenses are due, and all other such creditors known to the applicant must be joined as respondents. If the amount awarded is not sufficient for the payment of such expenses in full, it shall be divided in proportion to the respective amounts found to be due.

RULE VI.—*Joinder of parties.*

All persons may be joined as applicants in whom any right to any relief in respect of or arising out of the same transaction or series of transactions is alleged to exist.

All persons may be joined as respondents against whom the right to any relief is alleged to exist, whether jointly, severally, or in the

alternative, and the board will of its own motion order that any additional party or parties be joined, when it deems their presence necessary.

RULE VII.—*Pleadings.*

(1) *Application.*—The applicant shall file a written application for relief with the industrial accident board, containing the names of all parties, a general statement of the claim in controversy, the facts relating thereto, and of the relief sought to be obtained. The board will thereupon fix a time and place for the hearing thereof, which shall not be more than 40 days after such filing and will serve a copy of such application, together with the notice of hearing, upon each adverse party. Either party shall have the right to be present at any hearing, in person or by attorney or any other agent, and present such testimony as shall be pertinent to the controversy.

(2) *Answer.*—When any respondent desires to disclaim any interest in the subject matter of the claim in controversy, or considers that the application is in any respect inaccurate or incomplete, or desires to bring any fact, paper, or document to the attention of the board as a defense to the claim or otherwise, he must, within 10 days after the service of the application, file with or mail to the board his answer, setting forth the particulars in which the application is inaccurate or incomplete and the facts upon which he intends to rely. A copy thereof must likewise be served upon each party to the proceedings. Any material allegation contained in the application and not controverted in the answer will be deemed to be admitted.

RULE VIII.—*Service of pleadings.*

Any pleading or document may be served either by delivering to and leaving with the person to be served a copy thereof, or by mailing to such person, by United States registered mail, a copy thereof in a sealed envelope, with the postage thereon fully prepaid, addressed to such person at his last known place of business or residence.

Where a pleading or document is served by mail, it shall, unless the contrary be proved, be deemed to have been served at the time when the letter containing the same would have been delivered in the ordinary course of post. Proof of such mailing shall be prima facie proof of service.

RULE IX.—*Awards.*

An award may be rendered in favor of or against any one or more of the applicants or respondents, according to their respective rights and liabilities. In every award the compensation to be paid to each person shall be set forth separately.

RULE X.—*Examiner.*

Whenever convenience may require, the industrial accident board will appoint an examiner, whose duty it shall be to aid the board in making settlements between employers and employees, conduct investigations, take testimony, and to make report of any and all

matters relating to the claim in controversy to the board. The board may at any time, and with or without notice to either party, cause testimony to be taken, or any other investigation to be made.

RULE XI.—*Depositions.*

Depositions may be taken before any notary public or other officer authorized to administer oaths, and, when so taken, used upon any hearing where the convenience of the witnesses requires. Such depositions shall be taken upon notice in the same manner as in courts of record.

RULE XII.—*Stenographic reporter.*

Either party may, upon payment of the costs attendant thereon, require that the testimony produced at any hearing be taken down and transcribed by a shorthand reporter.

RULE XIII.—*Amendments.*

The board, or any member thereof, may at any time, with or without notice, upon good cause shown, permit any amendment to any pleading or open up any default.

The board may amend or modify or vacate any order or award upon motion of either party or upon its own motion. The moving party shall serve upon all other parties to the proceeding a notice of such motion five days prior to the time when the same is to be heard, unless otherwise ordered by the board or a member thereof.

RULE XIV.—*Extension of time.*

The board, or any member thereof, may, either with or without notice, grant extensions of time within which to comply with any rule upon good cause shown, and may likewise grant adjournments of hearings.

RULE XV.—*Stipulations.*

Parties to a controversy may stipulate the facts in writing, and the board may thereupon make its order or award based upon such stipulation.

RULE XVI.—*Exceptions.*

At any hearing had before the board, or before any examiner appointed by it, a note shall be made of any question of law raised or exception taken and of the facts in evidence in relation thereto.

RULE XVII.—*Appeals.*

Any party aggrieved may, within 30 days from the date of the award, file with the industrial accident board an application, in writing, for a review of such award, stating generally the grounds upon which a review is sought, the points upon which he relies, and the facts in evidence relating thereto. A copy of such application shall

at the same time be served by the appellant upon all adverse parties. The adverse party or parties may, within 10 days thereafter, file with the board an answer to such application for review, stating generally his objections, his points, and the facts in evidence in relation thereto. The board will thereupon prepare and certify a transcript of the testimony taken and transmit the same, together with all documents and papers on file in the matter, to the superior court.

It is hereby ordered that the foregoing rules be, and the same are, adopted as the rules governing the industrial accident board, and for the regulation of practice, and that the same go into effect forthwith.

INDUSTRIAL ACCIDENT BOARD,
A. J. PILLSBURY, *Chairman.*
WILL J. FRENCH.
WILLIS I. MORRISON.
AARON L. SAPIRO, *Secretary.*

SAN FRANCISCO, *October 25, 1911.*

OHIO.

[As amended Oct. 6, 1912.]

RULE 1.—*Office hours.*

[Relates to office hours of the board.]

RULE 2.—*Sessions of the board.*

Sessions of the board will be held regularly at the office of the board in the city of Columbus, beginning at 10 a. m. of each business day, and continuing until the business of the day is completed; provided, that the sessions may be held at any other place within the State should the business to be transacted seem to require it.

RULE 3.—*Forms prescribed.*

Printed forms of all notices, applications, proofs, certificates, etc., necessary for perfecting any claim before the board will be furnished free of charge by the board. Such forms must be used in all cases.

RULE 4.—*Injury not resulting in death, notice of.*

An employee who has been injured in the course of his employment and who contemplates filing an application for an award, shall, within one week from receiving such injury, notify or cause notice to be given the board of the time, place, and nature of his injury and the name of his employer. Forms of such notices can be obtained from the employer. Such notices should be mailed to "State liability board of awards, Columbus, Ohio."

Upon receiving such notice the board forthwith will mail to the injured employee proper forms and blanks for his use in perfecting his claim, and notify the employer thereof. Unless such notice is given, no application for an award will be considered by the board.

RULE 5.—*Injury resulting in death, notice of.*

When death results from an injury received by an employee in the course of his employment, the provisions of rule 4 shall apply, except that notice of death must be given by the attending physician, undertaker, employer, executor, administrator, or a beneficiary, within one week from the time of death.

RULE 6.—*Docketing and numbering.*

Notices provided for by rules 4 and 5 shall be numbered when received by the board and entered upon a docket kept for the purpose, and each paper thereafter filed in connection with the claim shall be given the same number as the original notice.

RULE 7.—*Application—Injury.*

Application for awards in all cases of injury not resulting in death must be made by the party injured not less than two weeks nor more than three months after the injury is received. Where the applicant claims money to pay for medical and hospital services or medicines, he shall authorize the payment to be made directly to the person or persons rendering such services, etc., in all cases where he has not already paid for the same.

RULE 8.—*Failure to make application.*

In all cases of injury where medical services, etc., have been rendered and furnished to the injured employee, and such injured employee fails or neglects to make application for money to pay for the same within the time prescribed by rule 7, or having made application and an award for such medical services, etc., having been made, payable to the applicant, and the applicant is not found at the address given in his application within 30 days after the making of the award, the money may be paid by the board, upon a satisfactory showing of the reasonableness thereof, to the person or persons rendering said services, etc.

RULE 9.— *Waiver of right to compensation.*

In all cases of injury where the preliminary notice provided for by rule 4 hereof has been given, and no application for compensation has been made within the time provided by rule 7 hereof, it shall be the duty of the clerk to notify the injured person by mail at his last known residence of his noncompliance with said rule 7, inclosing him a copy thereof, and should no application be filed within two weeks after the mailing of such notice, the board may consider that such injured person has waived the right of compensation and make a finding accordingly.

RULE 10.—*Application—Death.*

Application for awards in all cases of injury resulting in death must be made by the executor, administrator, or beneficiary of the deceased, or by the attending physician, or undertaker where there is no beneficiary, not less than two weeks nor more than six months after the death of the injured employee.

RULE 11.—*Modification of rules.*

The provisions of rules 4, 5, 7 and 8 will not be relaxed, unless, in the judgment of the board, the failure to observe their provisions was occasioned by want of knowledge of their existence, and unless their strict enforcement will result in hardship and injustice. In such instances the board will, upon application, extend the time for filing.

RULE 12.—*Proof.*

The proof of all claims shall be made by affidavit as far as possible. Bu the board will, if in its judgment it is deemed necessary, require medical or other examinations and may take oral testimony of witnesses, the claimant being notified of the time, place, and manner of taking the same. The board will also hear any oral testimony offered by an applicant. Depositions of witnesses may also be filed by an applicant, but notice of the time and place of taking the same must be given the board prior to their taking. Any duly authorized inspector of the board shall have the right at any time either before or after an award to make an investigation as to the cause and extent of the injury for the purpose of ascertaining facts. The proof in every instance shall be such as to show clearly the jurisdiction of the board, the rights of the applicant to an award, and the amount thereof.

RULE 13.—*Medical examination, refusal to submit to.*

In case the board, or its chief medical examiner, orders an injured employee to submit to examination by its local medical examiner, and such examination is refused, or shall in any way be obstructed, his right to have his claim for compensation considered shall be barred during the period of such refusal or obstruction.

RULE 14.—*Employee's intention to leave locality, notice to be given of.*

An injured employee who desires to leave the locality in which he has been employed, during treatment of his injury, and goes into another locality of the State, or into another State, shall either report to the local medical examiner of the board for examination, or notify the board of such intention to leave, and send them with such notice a certificate from the attending physician, which shall state the exact nature of the injury, together with the length of time of disability present.

RULE 15.—*Physician's reports, refusal to fill out.*

In case an attending physician refuses to fill out an attending physician's report or itemize his physician's fee bill, or make affidavit to the same, on his claim for medical services rendered an injured applicant, his claim for medical services shall not be considered during the period of such refusal.

RULE 16.—*Duty of clerk.*

The clerk shall keep a record of the time of filing all notices, applications, affidavits, statements, depositions, medical and other forms of proof, and when the proof is seemingly complete shall assign the same for hearing. He shall prepare a list of the claims so assigned for each hearing day, which shall contain an abstract of the proof on the questions necessary to be determined by the board, and such other information as he may deem necessary to include therein, and shall provide a copy of such list for each member of the board and for the secretary. Such original lists shall be preserved by him and filed in his office with the papers in the claims to which they refer.

RULE 17.—*Hearings.*

Applications for awards will be heard on Mondays, Wednesdays, and Fridays of each week, unless one of such days should be a legal holiday, in which event the day following will be the hearing day. Applicants may appear before the board either in person or by agent or attorney. If no appearance is made, the application will be heard and disposed of upon the proofs on file, if sufficient, or may be continued until a future day, or indefinitely, for attendance of applicant or counsel, or for the furnishing of further proof.

RULE 18.—*Notice of hearings.*

When the clerk assigns an application for hearing he shall forthwith give the applicant notice by postal card of the time and place of hearing, and at least three days shall elapse between the date of mailing such notice and the date of the hearing, unless the claim to be heard involves only a claim for medical services, medicines, or hospital services, in which event no notice of the time and place of hearing need be given. But the right to notice as provided herein may be waived by the applicant at the time of filing his application; and if waived, the claim will be heard as soon as may be after the completion of the proof.

RULE 19.—*Awards.*

All awards other than for medical, nurse, and hospital service and for funeral expenses will be payable in biweekly installments, and will be paid directly to the applicant or beneficiary in all cases except where such applicant or beneficiary is an infant of tender years, or under some legal disability, in which event the award will be paid as provided by the general code, sections 1465–1468 (sec. 29 of the act), for the payment of benefits in case of death.

In case of temporary disability or partial impairment of earning capacity, the board, at the time of making the award, will fix a time at which payments shall cease, unless the injured employee shall make it appear to the board that he is still incapacitated as a result of the injury for which the award was originally made. In such case a modification of the terms of the original award will be made.

RULE 20.—*Payment of lump sums.*

Payment of awards in lump sums will be made only when, in a supplemental proceeding, it is made to appear to the board that it would be to the mutual advantage of the applicant or beneficiaries and to the State insurance fund.

RULE 21.—*Continuance.*

The policy of the board will be to determine all questions brought before it as speedily as possible; but continuances of hearings for any reasonable cause may be had upon the request of the applicant. The board will continue hearings on its own motion only when the volume of business is such as to demand it, or when the proof is not satisfactory or is insufficient.

RULE 22.—*Modification of awards.*

The board, having continuing power and jurisdiction over an award, may make changes or modifications of its former findings, either upon its own motion or upon the application of the beneficiary or beneficiaries. If on its own motion, it must first notify the beneficiary or beneficiaries. Upon application being made for a modification of an award, it shall be docketed and set for hearing as in the case of original applications.

RULE 23.—*Change in rules.*

The rules of the board are subject to alterations or amendment at any time; and the board will make additional rules whenever, in its judgment, the same are necessary.

The rule of rating.

[Resolution.]

Be it resolved, That in pursuance of authority conferred upon the State Liability Board of Awards by section 17 of an act of the General Assembly of Ohio entitled "An act to create a state insurance fund for the benefit of the injured and the dependents of killed employees, and to provide for the administration of such fund by a State liability board of awards," passed May 31, 1911, and approved by the governor June 15, 1911 (102 O. L., 524, General Code, sec. 1465–53), all employments or industries of the State of Ohio are hereby classified according to their respective hazards, and rates for the several classes are hereby determined and fixed in accordance with the risks of the same, as set forth in the following schedules and rules:

The determining factors in fixing the rate to be charged an individual industry or employment employing five or more workmen or operatives shall be (*a*) the nature of the employment, (*b*) its casualty experience, and (*c*) the wage expenditure thereof. The use of these factors shall be governed by the rules herein set forth:

RULE 1.—*Defining injury.*

The term "injury" used herein shall include every personal injury not purposely self-inflicted which has been sustained (received) by employees in the course of their employment and wherever occurring, provided such injury prevents the person injured from returning to his or her employment within two or more days after the occurrence of the accident.

RULE 2.—*Preferred risks.*

Employments or industries showing an experience of 10 or fewer injuries to the $100,000 of wages expended shall be known as preferred risks of their respective classes and to them shall be applied the rate appearing in the schedule set forth under rule 13 herein.

RULE 3.—*Experience risks.*

Employments or industries showing an experience of more than 10 injuries to the $100,000 of wages expended shall be known as experience risks and the rate therefor shall be ascertained by using the printed rate fixed for preferred risks as a basis, and adding 3 per cent thereof thereto for each injury in excess of 10 to the $100,000 of wages expended.

RULE 4.—*Death or total-disability risks.*

Employments or industries whose casualty experience includes the death or permanent total disability of one or more employees as the result of injuries not purposely self-inflicted and which have been sustained (received) in the course of their employment wherever occurring, shall have added to the premium for each six months' period, as determined by rules 2 and 3, 20 per cent thereof and $25 for each such death or permanent total disability until such time as the sum of $2,000 has been paid into the State insurance fund for each such death or permanent total disability, except as provided in rule 6 herein.

RULE 5.—*Basis of average experience.*

In determining the rate for any individual employment or industry its average casualty experience shall be taken as a basis for the application of the preceding rules if such employment or industry has been in operation for three years.

If it has been in operation for more than six months and less than three years, then the experience for the time actually in operation shall be taken as a basis.

If it is beginning operations or has been in operation for less than six months, then it shall be entitled to the rate fixed for preferred risks plus 25 per cent thereof.

But in all employments or industries which have been subscribers to the State insurance fund continuously for one year or longer, the casualty experience as shown by the books of this department shall be used as a basis in determining the rate to be charged.

RULE 6.

The premium of an employer who has not been a subscriber to the State insurance fund for two consecutive semiannual periods and whose experience for the preceding three years discloses the death or permanent total disability of one or more employees as the result of injuries sustained (received) in the course of employment and not purposely self-inflicted and wherever occurring, shall be computed

according to the rules herein, except rule 4, and there shall be added thereto 20 per cent and $25 for one death or permanent total disability as disclosed in the experience as herein defined, and for each additional death or permanent total disability 10 per cent and $25, but in no case because of this rule shall be added more than $4,000 for any six months' period for any single industry or employment.

RULE 7.—*How computed.*

The premium of any employment or industry shall be computed upon the estimated expenditure of wages for the ensuing period of six months, and an adjustment of the amount actually due shall be made at the end of each such period in accordance with the actual expenditure of wages.

RULE 8.—*Minimum premium.*

The minimum premium shall be $15.

RULE 9.—*Composite rule.*

If an employer conducts more than one kind of employment or industry on the same premises, then each employment of industry shall have its respective class rating; but if no separate record is kept showing the actual wage expenditure of each employment or industry so conducted, then upon adjustment of actual premium at the end of the six months' period the entire pay roll shall be rated according to the highest rate.

RULE 10.—*Clerical and office rate.*

If clerical and office employees pursue their employment in rooms or apartments separate from other employees engaged in more hazardous employment, then that part of the wage expenditure for such clerical and office help which is in excess of 10 per cent of the total wage expenditure shall be subject to the clerical and office schedule rates.

RULE 11.—*What wages included.*

The wage expenditure upon which premium is computed shall include all salary, wages, or compensation paid to all employees, excluding only the salary, wages, or compensation paid to employees engaged wholly as traveling salesmen and salaries paid to officers of corporations as such. If the employer is a partnership, then the salaries or wages of partners shall be excluded.

RULE 12.

[Resolution of August 15, 1912.]

The rules and rates herein adopted shall be subject to the terms of the resolution adopted August 15, 1912, which is hereby reaffirmed and made a part hereof.

NO. 3. STATEMENT TYPICAL OF METHODS OF ADMINISTRATION PURSUED BY STATE BOARDS OR COMMISSIONS.

WISCONSIN.

Hon. CYRUS W. PHILLIPS,
Thirty-third Floor, Metropolitan Tower,
New York City.

DEAR SIR: This is in reply to yours of December 27.

First. The Industrial Commission of Wisconsin administers not only the compensation act, but all the laws having to do with the relation of employer and employee, including safety, apprenticeship, arbitration and mediation, free employment, child labor, women's labor, and labor statistics. Second, method of administration of compensation act: We require the employer to furnish an accident report on the eighth day after the accident. This report gives in detail the facts of accident, wage, and probable period of disability. This report is docketed, and a subsequent report is required every four weeks during disability. These subsequent reports show what payments are made, and the final disposition of the case. Subsequent reports are made by insurance companies where the employer is insured. Employers are instructed to pay compensation according to the provisions of the act, and when disability ceases to file a final receipt with the commission. The accident report and subsequent reports are scrutinized in the office in order to determine that compensation is paid as provided by law. By this method about 95 per cent of the compensation cases are taken care of directly between the employer and employee without any further action on the part of the commission. We find the method gives very good satisfaction so far as the workmen are concerned. There is no red tape, and the workmen get their compensation promptly. In case of disagreement between the employer and workman we furnish a simple form of application for compensation for the workman to fill out. He fills out this application and sends it in to the commission. The commission serves a copy of the application on the respondent and a simple form of answer is furnished. The answer is to be made in five days. At that time the case is set for hearing at some point convenient to the parties. A member of the commission or one of its deputies takes the testimony. The testimony is submitted to the full commission at Madison and the case decided. By this method of administration we have been able to dispose of all cases promptly and at a minimum of expense to the State. From September 1, 1911, to November 1, 1913, compensation was completely paid in 5,627 cases; of this number, 142 were heard by the commission, the balance of the cases being settled directly between the employer and employee. The expense to the commission for the administration of the compensation act, including all printing and postage, from September 1, 1911, to December 31, 1913, inclusive, is $18,000, approximately.

The commission, by its deputies, has investigated all suspicious cases. It has held many meetings with employers and employees, instructing them in the law and how to carry out its provisions. It has issued many bulletins, explaining the law and the methods of the commission. In this way it has kept both the workman and the employer well informed and at the same time interested in working out the compensation problems.

Our law is elective, but for the month of December, 1913, 95.9 per cent of all accidents happening in the industries of Wisconsin were under compensation.

The medical claims seldom come before the commission for consideration. The employer hires the physician, and the payment of the physician is a matter of contract. Our law applies to the State and to all municipalities, and in such cases we have frequently been required to pass upon physicians' bills. We have had little trouble in adjusting these matters so far.

If I have not covered this matter sufficiently for your purpose, I shall be glad to answer any further questions.

Very truly, yours,

INDUSTRIAL COMMISSION,
C. H. CROWNHART, *Chairman.*

No. 4. FORMS USED BY STATE BOARDS.

MASSACHUSETTS.

Form No. 1.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

NOTICE TO EMPLOYEES.

As required by chapter 751 of the Acts of 1911, Commonwealth of Massachusetts, and amendments thereto, entitled "An act relative to payment to employees for personal injuries received in the course of their employment, and to the prevention of such injuries."

This will give you notice that I (we) have provided for payment to our injured employees under the above act by insuring with the.....

.....Insurance Co.

.....

(Insert address of company here.)

Date..... .....

(Name of employer.)

Address..... .....

(City or town.) (Street and number.)

Form No. 2.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

NOTICE OF CLAIM OF COMMON LAW RIGHTS.

.....191...

To.....

(Name of employer.)

This is to notify you that I claim my right of action at common law to recover damages for personal injuries. This notice is given to you under the acts of 1911, chapter 751, section 5, Part I, and amendments thereto.

.....

(Signature of employee.)

Address.....

(City or town, street and No.)

Form No. 3.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

NOTICE OF WAIVER OF RIGHTS UNDER COMMON LAW PREVIOUSLY CLAIMED.

.....191...

To.....employer.

This is to notify you that I waive my rights under the common law previously claimed by former notice, and now claim my rights under the workmen's compensation act. This notice is given to you under the Acts of 1911, chapter 751, section 5, Part I, and amendments thereto.

.....

(Signature of employee.)

Address.....

(City or town, street and No.)

Form No. 4.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

Whenever any weekly payment has been continued for not less than six months, the liability therefor may in unusual cases be redeemed by the payment of a lump sum by agreement of the parties, subject to the approval of the industrial accident board. (Sec. 22, Part II, ch. 751, Acts of 1911, and amendments thereto.)

AGREEMENT FOR REDEEMING LIABILITY BY PAYMENT OF LUMP SUM.

Received of.....
(Name of insurer.)

the lump sum of.....dollars and.....cents, making in all, with weekly payments already received by me, the total sum of.....dollars and.....cents, a weekly payment having been continued for not less than six months. Said payments are received in redemption of the liability for all weekly payments now or in the future due me under the Massachusetts workmen's compensation act, for all injuries received by me on or about the .....day of....., 191.., while in the employ of....., subject to
(Name of employer and address.)

the approval of the industrial accident board.

Witness my hand this.....day of....., 191..

Witness..... .....
(Name.) (Name of employee.)

Address..... .....
(City or town.) (City or town.)

....
(Street and number.) (Street and number.)

Form No. 5.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD.
Boston, Mass.

NOTICE THAT AN EMPLOYER HAS CEASED TO BE A SUBSCRIBER.

Section 21, Part IV, chapter 751, Acts of 1911, as amended by section 16, chapter 571, Acts of 1912, provides that when an employer ceases to be a subscriber, he shall, on or before the day on which his policy expires, give notice thereof in writing or print to all persons under contract of hire with him, and he shall file a copy of said notice with the Industrial Accident Board. In case of the renewal of the policy, no notice is required. Following is the form:

Notice.

This is to give you notice that I (we) have ceased to be a subscriber in any insurance company, under chapter 751, Acts of 1911, and amendments thereto, and that the policy formerly held by me expired..... or is to expire.....

.....
(Name of employer.)

Address .....
(City or town, street and No.)

Form No. 6.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD.
Boston, Mass.

NOTICE TO INDUSTRIAL ACCIDENT BOARD THAT AN INJURED EMPLOYEE HAS REFUSED TO SUBMIT HIMSELF TO AN EXAMINATION.

You are hereby notified that.....
(Name of employee.)

.....
(Street and No.) (City or Town.)

who was injured on or about.....while in the employ of.....
(Date.)

.....at.....
(Name of employer.) (Place.)

has refused to submit himself to an examination, as required under the provisions of section 19, Part II, chapter 751 of the acts of 1911, and amendments thereto.

.....
(Name of insurance association or company.)
Per.....
.....191
(City.)

Form No. 7.

WORKMEN'S COMPENSATION ACT.

The Commonwealth of Massachusetts. Industrial Accident Board. Rooms 201–208 Pemberton Building, 12 Pemberton Square, Boston, Mass.

NOTICE TO EMPLOYEE FROM INDUSTRIAL ACCIDENT BOARD RELATIVE TO HIS REFUSAL TO SUBMIT HIMSELF TO AN EXAMINATION.

To.....
.....
(Street and No.) (City or town.)
The.....
(Name of insurance company.)
has notified the industrial accident board, under date of.....191., that you have refused to submit yourself for examination, as required by section 19, Part II, chapter 751, Acts of 1911, and amendments thereto. Your attention is called to the terms of the act which provides:

"After an employee has received an injury, and from time to time thereafter * * * he shall * * * submit himself to an examination by a physician or surgeon * * * furnished and paid for by the association or subscriber. The employee shall have the right to have a physician provided and paid for by himself present at the examination. If he refuses to submit himself for the examination, or in any way obstructs the same, his right to compensation shall be suspended, and his compensation during the period of suspension may be forfeited."

INDUSTRIAL ACCIDENT BOARD,
By .....

Form No. 8.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

Every agreement in regard to compensation under this act is subject to approval by the industrial accident board, and a memorandum of the same must be filed with the board, whether said agreement is written or oral, and whether it is made by one or both parties, or in the form of a receipt. Any weekly payment or settlement under the act, whether purporting to be final or otherwise, may be reviewed by the board. (Sec. 20, Part II, and secs. 4 and 12, Part III, ch. 751 of the acts of 1911, and amendments thereto, and Rule No. 6 adopted by the board.)

....., employee.
....., insurer.

AGREEMENT IN REGARD TO COMPENSATION.

We, ..., residing at....
(Name and address of injured employee.)
city or town of ..... and the
.....
(Name and address of insurance association or company.)
have reached an agreement in regard to compensation for the injury sustained by said employee while in the employ of .....
(Here insert name and address of employer.)

(Here insert the time, including hour and date of accident, the place where it occurred, the nature and cause of injury, and other cause or ground of claim.)

.....

The terms of the agreement follow:
(Here state the sum per week agreed upon subject to the terms of the act.)

.....

....
(Witness.) (Name of injured employee.)

....
(City or town, street, and number.) (Name of insurance association or company.)

Form No. 9.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

NOTE.—This claim is to be filed with the industrial accident board and may be sent by mail. At the time of filing, a copy thereof should also be sent by the employee to the insurance association or company. The claim should be made within six months after the occurrence of the injury. (Ch. 751, Part II, sec. 15, and sec. 23, as amended by acts of 1912, ch. 571, sec. 5.)

CLAIM FOR COMPENSATION FOR INJURY.

This is to notify you.....
(Name of association or company with which employer is insured.)
that I claim compensation from you under the workmen's compensation act, chapter 751, acts of 1911, and amendments thereto, for personal injury sustained while in the employ of .....
....., of .....
(Name of employer.) (Street and number.)
..... The time of my injury was.....
(City or town.)
.....
(Here state date and time of day as near as possible.)
The place of injury was.....
(State name or description of building, or place, where injury was sustained.)
.....
The cause [1] of my injury was.....
(Describe cause of injury.)
.....
The nature of my injury is as follows: .....
(Describe injury with such exactness as possible.)
.....
.....
(Signature of injured employee.)
.....
(Street and number.)
.....
(City or town.)
.....
(Date of making this claim.)

[1] If it is claimed that the injury was caused by the serious and willful misconduct of the employer, or of any person regularly intrusted with or exercising the powers of superintendence, it is requested that it be stated in this claim for compensation, setting forth in the alleged cause, in general terms, in what the serious and willful misconduct of the employer or superintendent consisted.

Section 14 of Part III of this act provides that if any proceedings are brought, prosecuted, or defended under this act without reasonable ground, the whole cost of the proceeding shall be assessed upon the party who has so brought, prosecuted, or defended them.

Form No. 10.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

Under sections 15, 16, and 17, Part II, chapter 751, Acts of 1911, and amendments thereto, notice of the time, place, and cause of the injury must be given to the employer or the association or the liability insurance company, as soon as practicable after the happening thereof. The following is a form of the notice to be given under the above sections:

NOTICE OF INJURY.

This is to notify you.....
(Name of employer or insurance association or company.)
that on the ..... day of ....., 191 , at about .. o'clock .....,
(a. m. or p. m.)
I received personal injury while in your employ in the city (town) of.....
in the .....
(Name or description of building or place of employment.)
and that the accident was caused to me by reason of.....
(Describe cause of injury.)
.....
.....
(Name of employee.)
.....
(City or town.)
Address.....
(Street and number.)

Form No. 11.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

....., employee.

....., insurer.

REPORT OF COMMITTEE ON ARBITRATION.

The arbitration committee appointed under the provisions of section 7, Part III, chapter 751, Acts of 1911, and amendments thereto, having investigated the claim of .....

v. .....

being case No. ..... on the files of the industrial accident board, report as follows:

(Here will follow report.)

Form No. 12.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

APPLICATION FOR REVIEW OF CLAIM BEFORE FULL BOARD.

To the Industrial Accident Board, Boston, Mass.

The undersigned, as provided in Part III, sections 7 and 10, chapter 751 of the Acts of 1911, and amendments thereto, makes application for a review of the findings of the committee on arbitration in the claim of .....

..... *v.* .....

This claim for a review is based on the following grounds:

.....

.....

....., 191...

Note.—"No party shall as a matter of right be entitled to a second hearing on any *matter of fact.*"

Form No. 13.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

NOTICE ASSESSING COST OF PROCEEDINGS BEFORE ARBITRATION COMMITTEE UPON PARTY PROSECUTING OR DEFENDING SAME WITHOUT REASONABLE GROUNDS.

....., employee.

....., insurer.

To .....

You are hereby notified that the proceedings before the.....

.....

(Industrial accident board, or arbitration committee, as case may be.)

on the above-entitled claim, have been determined by said committee, or board, to have been ..... by you without reasonable grounds, and
(Prosecuted or defended.)

that the costs, amounting to $....., are assessed against you.

Respectfully,

INDUSTRIAL ACCIDENT BOARD,
OR ARBITRATION COMMITTEE,
By .....

Form No. 14.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

Every agreement in regard to compensation is subject to approval by the industrial accident board, and a memorandum of the same must be filed with the board whether said agreement is written or oral and whether it is made by one or both parties, or in the form of a receipt. Any weekly payment or settlement under the act, whether purporting to be final or otherwise, may be reviewed by the board. (Sec. 20, Part II, and secs. 4 and 12, Part III, ch. 751 of the Acts of 1911, and amendments thereto, and rule adopted by the board.)

RECEIPT ON ACCOUNT OF COMPENSATION.

Received of.....
(Name of insurer.)
the sum of.....dollars,
and.....cents, being the proportion of my weekly wages for the period from the.....day of....., 191.., to the..... day of ....., 191.., under the Massachusetts workmen's compensation act, subject to review by the industrial accident board.
$.....

.....
(Employee.)
.....
(Street and No.)
.....
(City or town.)

Form No. 15.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

Every agreement in regard to compensation under this act is subject to approval by the industrial accident board, and a memorandum of the same must be filed with the board, whether said agreement is written or oral, and whether it is made by one or both parties, or in the form of a receipt. Any weekly payment or settlement under the act, whether purporting to be final or otherwise, may be reviewed by the board. (Sec. 20, Part II, and secs. 4 and 12, Part III, ch. 751 of the Acts of 1911, and amendments thereto, and Rule No. 6 adopted by the board.)

SETTLEMENT RECEIPT.

Received of.....
(Name of insurer.)
the sum of.....dollars
and.....cents, making in all, with weekly payments already received by me, the total sum of.....dollars
and.....cents, in settlement of compensation under the Massachusetts workmen's compensation act, for all injuries received by me on or about the..... day of....., 191.., while in the employ of.....
.....
(Name of employer, city or town, street and number.)
subject to approval and review by the industrial accident board.
Witness my hand this.....day of....., 191...

Witness..... .....
(Name.) (Name of employee.)
Address..... .....
(Street and number.) (Street and number.)
....
(City or town.) (City or town.)

Form No. 16.

WORKMEN'S COMPENSATION ACT, INDUSTRIAL ACCIDENT BOARD,
Boston, Mass.

....., employee.
....., insurer.

NOTICE OF FAILURE OF PARTIES TO REACH AN AGREEMENT.

To the Industrial Accident Board, Boston, Mass.

I....., respectfully notify
(Name of party giving notice.)
you in accordance with section 5, Part III, of said act, that the above-named parties have failed to reach an agreement in regard to compensation, and request a committee of arbitration.

.....
(Name of party giving notice.)
.....
(Address, street and number, city or town.)
.....
(Date of notice.)

MICHIGAN.

EMPLOYER'S WRITTEN ACCEPTANCE.

[Act No. 10 of Public Acts, extra session, 1912.]

Industrial Accident Board, Lansing, Mich.:

Take notice that the undersigned employer of labor in Michigan accepts the provisions of act No. 10 of Public Acts, extra session, 1912.

Number of employees .....

Location of place of employment.....
(If more than one plant, place of business, or work place, state each fully.)

.....

Nature of employment .....
(If more than one kind, state each fully, with location.)

.....

Method of providing for compensation adopted by the undersigned .....
(State whether mutual

.....
insurance [give name], insurance company [give name], State insurance commissioner, or carry own risk.)

Dated at ....., this .... day of ....., 19...

.....

.....

By .....

.....
(P. O. address.)

NOTE.—If employer wishes to accept the provisions of the above law, this notice must be signed by the employer and filed with the industrial accident board. When so filed, it becomes immediately binding on the employer. If employer is a corporation, the notice should have the corporate name and seal affixed and be signed by an officer having authority to do so.

CERTIFICATE.

To Industrial Accident Board, Lansing, Mich.:

GENTLEMEN: This certifies that .....
(Name of firm.)

of ..... is insured by.....
(Address.)

..... of .....,

covering the obligations imposed upon said insured by act No. 10 of Public Acts of 1912, extra session, commonly known as the workmen's compensation law; that said insurance is written upon and in accordance with our policy form No. or letter ....., being the same in every respect as the policy contract form filed by the undersigned company with the industrial accident board (on and in accordance with our blank form of policy No. or letter ..... and our indorsement written upon and in accordance with our blank indorsement form No. ..... filed by the undersigned company with your board).[1] All changes that may hereafter be made by the company in such contract of insurance will be immediately reported to your board.

The location [2] and character of the business operations covered by said insurance are as follows:

.....

This certificate is furnished to comply with the requirements of the industrial accident board.

Dated at ....., Michigan, this .... day of ....., 191...

.....
(Name of company.)

By .....
(Name and title of person executing certificate.)

---

[1] If the policy form covers without an attached rider, erase matter in parentheses above; but if the rider and policy are both used let matter in parentheses stand and erase corresponding matter, so as to express the fact.

[2] If more than one location, so state; and if business is of more than one character, state facts with substantial accuracy.

Date received..... File No. of accident.....
(Do not fill in.) (Do not fill in.)

Michigan Industrial Accident Board.

FIRST REPORT OF ACCIDENT.

1. Name of employer.....
2. Address of employer.....
3. Nature of business.....
4. Name of person injured.....
5. Address of injured.....
6. Occupation of injured..... 7. Nationality.....
8. Sex..... 9. Age..... 10. Date of accident.....
11. State amount of weekly wage *.....
12. Did injured person elect not to come under law?.....
13. Place of accident, in detail.....
14. Cause and manner of accident.....
.....
15. Nature and extent of injury.....
16. Did you supply medical attention?.....
17. Name and address of physician.....
18. Was injured taken home or to hospital?.....
(If hospital, give name and location.)
19. Signature of person making out report.....
20. Position..... 21. Date of report.....

* If piecework, give average earnings; if hourly rate is given, state number of hours per day.

INSTRUCTIONS.

The report called for in this blank is required to be made only in cases involving the loss of a member, or death, or disability continuing for more than 14 days.

The time for making this report in cases where the accident involves the loss of a member, or death, is within 10 days after the accident. Where the accident results in disability only, this report is to be made on the fifteenth day after the accident.

In case the accident causes the loss of a member, state exactly what, and the precise point of amputation: For example, the index finger of the right hand at the second joint, or the left arm at the elbow; the right eye, etc.

Answer the questions on this blank fully. Incomplete or indefinite reports will be returned for correction.

Date received..... File No. of accident.....
(Do not fill in.) (Do not fill in.)

Michigan Industrial Accident Board.

SUPPLEMENTAL REPORT OF ACCIDENT.

1. Name of employer.....
2. Address of employer.....
3. Name of injured person.....
4. State whether injury resulted in death, or in temporary, partial, or total disability.....
5. If at hospital, give name and location.....
6. If not yet resumed work, state probable period of further disability.....
7. Did you furnish all medical aid required during first three weeks?.....
8. Amount of compensation paid to date..... 9. No. of weeks.....
10. Has injured employee returned to work?.....
11. If so, give date..... 12. Date of accident.....
13. If injury resulted in death, give names, ages, relationship, and address of all dependents:

Name.	Age.	Relationship.	Address.
.....	.....	.....	.....
.....	.....	.....	.....

14. Signature of person making report.....
15. Position..... Date of report.....

The report called for in this blank is required to be made one month after first report is sent in. Use this form for final report if death results during interim.

INSTRUCTIONS.

In case the accident causes the loss of a member, state exactly what, and the precise point of amputation: For example, the index finger of the right hand at the second joint, or the left arm at the elbow; the right eye, etc.

Answer the questions on this blank fully. Incomplete or indefinite reports will be returned for correction.

NOTICE TO EMPLOYER OF CLAIM FOR INJURY.

[Under act No. 10 of Public Acts, extra session, 1912. Employers' liability and workmen's compensation law.]

To.....
(Write name of employer plainly on above line.)

.....
(Write address of employer plainly on above line.)

You will take notice that according to the provisions of act No. 10 of Public Acts, extra session, 1912..... hereby makes claim for compensation for injury received by ..... while in your employ.

Name of employee .....

Post-office address .....

The accident occurred the .... day of ....., 191.., at ...., Michigan.

The nature of the injury is as follows:

.....

Signature .....

Address .....

Dated at ....., this ..... day of ....., 191...

NOTE.—This notice should be filled out by injured employee or some one in his behalf. In case of death of employee notice is to be filled out by dependent. Notice should be served within 30 days of accident on employer by delivering a copy of the above notice to employer personally or by registered mail.

Fill out in duplicate, hand or mail one copy to employer, mail the other copy to the industrial accident board, Lansing, Mich.

AGREEMENT IN REGARD TO COMPENSATION.*

We, ...
(Name of injured employee.)

residing at city or town at .....

and .....,
(Name of employer, insurance company, or commissioner of insurance.)

have reached an agreement in regard to compensation for the injury sustained by said employee while in the employ of .....
(Name and address of employer.)

The time, including hour and date of accident, the place where it occurred, the nature and cause of injury, and other cause or ground of claim are as follows:

.....

The terms of the agreement follow:

(Here state the sum per week agreed upon, subject to the terms of the act; also wages earned by injured at time of accident.)

.....

Witness:

.....

.....

.....
(Name of injured employee.)

.....

.....
(Name of employer, insurance company, or insurance commissioner.)

By .....

Dated at ....., this .... day of ....., 19.....

*NOTE.—If the employer, or the insurance company carrying such risk, or commissioner of insurance, as the case may be, and the injured employee reach an agreement in regard to compensation under this act, a memorandum of such agreement shall be filed with the industrial accident board, and if approved by it shall be deemed final and binding upon the parties thereto. Such agreement shall be approved by said board only when the terms conform to the provisions of this act. (Section 5, Part III.)

Date received ..... File No. of accident .....
(Do not fill in.) (Do not fill in.)

Michigan Industrial Accident Board.

FINAL REPORT OF ACCIDENT.

1. Name of employer.....
2. Address.....
3. Name of person injured.....
4. Occupation.....
5. Wages.....
6. Total amount of compensation paid.....
7. Number of weeks.....
8. Total medical and hospital cost.....
(Exclusive of services of company surgeon.)
9. Date payment completed.....
10. Date of accident.....
11. Date of return to work.....
12. Signature of person making report.....
13. Position.....
14. Date of report.....

STIPULATION AND WAIVER OF ARBITRATION.

.....
Applicant,
v.
.....
Respondent (s).

The facts in this case being undisputed and the only matter in difference between the parties hereto being the construction and application to said facts of the workmen's compensation law, being act No. 10, Public Acts 1912, extra session, and the parties hereto desiring to obtain a decision of said matter by the full board without resorting to arbitration, do hereby stipulate and agree as follows:

1. That the accident to the employee, upon which the claim for compensation in this cause is based, occurred on the....day of.....19..in the town of.....
.....county of.....State of Michigan, and that the same arose out of and in the course of his employment. That the character and nature of the injury and the result thereof is as follows:.....
.....
(State in detail the nature of the injury, disability, or death resulting, etc.)

2. That the facts relating to the wages of.....
said employee are as follows: .....
.....

If average weekly wage is undisputed, so state; if disputed, state all material facts relating to same.....
.....

3. The other material facts in said cause not included in paragraphs 1 and 2 are as follows: .....
.....

4. That the arbitration of the matters in difference between the parties hereto, provided for in said workmen's compensation law, be and the same is hereby waived, and the decision of said matters is hereby submitted to the industrial accident board, sitting as a full board, the same as if this cause had proceeded to arbitration under said law, and the decision on arbitration therein had been appealed from and said cause thereby brought before the full board on appeal from such decision. It is further stipulated and agreed that the decision of said board in this cause pursuant to this stipulation, and based upon the facts set forth herein shall be valid and binding, and shall have the same validity, force, and effect as if said cause had proceeded to arbitration in due course, and was brought before the full board on appeal duly taken from the decision of an arbitration committee therein.

In witness whereof the parties hereto have signed this stipulation at.....
.....in the county of.....State of Michigan,
this....day of....., 191...

.....
(Applicant.)
.....
(Respondents.)

Signed in presence of—
.....
.....
(Acknowledgment follows.)

LETTER FORM IN RE ARBITRATION.

I herewith inclose you copy of the application for adjustment of claim and notice of arbitration of the same; also a blank form on which you are to designate your member of the arbitration committee which is to hear and decide the matter. Please select one man as your member of the committee of arbitration, write his name in the blank at the place indicated, date and sign the same and return to the industrial accident board in the inclosed stamped envelope.

You are required under the law to make selection of your member of the committee of arbitration and to notify the board of your selection in the manner set forth in said form within seven days. In case of your failure so to do it becomes the duty of the industrial accident board to make the selection of such member. It will be necessary for both parties to be present at the time and place fixed for this arbitration, and that they be prepared to proceed with the matter.

Very truly, yours,

.....
Secretary.

To.....

The industrial accident board has received notice of your appointment by .....
.....
as a member of the arbitration committee in the matter of .....,
applicant, *v.* ....., respondent, such arbitration to be held
at ....., in the town of .....,
county of ....., State of Michigan, on the .... day of
....., 19...., commencing at .... o'clock in the .....noon. You are requested to be on hand promptly at the time and place set for this arbitration, so that the matter may be heard and disposed of without unnecessary delay.

INDUSTRIAL ACCIDENT BOARD,
By .....,
Secretary.

Dated this ..... day of ....., 19.....

APPLICATION FOR REVIEW OF CLAIM BEFORE FULL BOARD.

To the Industrial Accident Board, Lansing, Mich.

GENTLEMEN: The undersigned, as provided in part 3, section 8, of act No. 10, Public Acts 1912, makes application for a review of the findings of the committee on arbitration in the claim of .....
v. .....

This claim for review is based on the following grounds:
.....
.....
.....

Dated at ..... this .... day of ....., 19.....

SEC. 11. Part 3. If a claim for review is filed, as provided in part 3, section 8, the industrial accident board shall promptly review the decision of the committee of arbitration and such records as may have been kept of its hearings, and shall also, if desired, hear the parties, together with such additional evidence as they may wish to submit, and file its decision therein with the records of such proceedings. Such review and hearing may be held in its office at Lansing or elsewhere, as the board shall deem advisable.

SEC. 12. The findings of fact made by said industrial accident board acting within its powers shall, in the absence of fraud, be conclusive, but the supreme court shall have power to review questions of law involved in any final decision or determination of said industrial accident board: *Provided*, That application is made by the aggrieved party within 30 days after such determination by certiorari, mandamus, or by any other method permissible under the rules and practice of said court or the law of this State, and to make such further orders in respect thereto as justice may require.

Forms illustrative of methods pursued by State boards without waiting for injured employee to institute proceedings to recover compensation.

CALIFORNIA.

DEAR SIR: The industrial accident board is informed that an accident happened to ..... at ..... on or about ....., in the course of his employment by you.

If the employee was disabled for less than one week, it is necessary to notify this board at once.

If the disablement lasted for one week or more, it is necessary to make formal report on the inclosed blanks.

A copy of the law relating to this matter is inclosed.

Very truly, yours,

INDUSTRIAL ACCIDENT BOARD.

....., *Statistician.*

Inclosures.

DEAR SIR: We understand that you were injured in an accident on or about.....

.....

This board is required by law to get records of all industrial accidents. We desire to have you answer the following questions:

I. What is the name and address of the person or firm for whom you were working at the time you were hurt?

II. Were you laid up for one week or longer?

Very truly, yours,

INDUSTRIAL ACCIDENT BOARD,

.....

Statistician.

DEAR SIR: We wrote you on ..... in reference to an accident to ..... who was injured ..... and inclosed blanks to be filled in and returned to this office, informing you at the same time that all accidents which cause disability of more than seven days must be reported to this board.

To date we have received no report. It is necessary that you give this matter your prompt attention, inasmuch as failure to report to this board constitutes a misdemeanor.

Very truly, yours,

INDUSTRIAL ACCIDENT BOARD,

.....

Statistician.

DEAR SIR: It is again necessary for us to call your attention to the fact that you have not yet reported the accident to ..... who was injured ....., nor have you notified us that this accident caused a disability of less than seven days.

We wrote you on ..... and again on ....., urging upon you the necessity of reporting to this board. Failure to report as requested constitutes a misdemeanor. Blanks were inclosed with our first letter.

Very truly, yours,

INDUSTRIAL ACCIDENT BOARD,

.....

Statistician.

DEAR SIR: Supplemental or final report is due this office in the case of ...., injured on ..... The legal limit (60 days) for the filing of such report has expired.

Yours, very truly,

INDUSTRIAL ACCIDENT BOARD.

4A. FORMS—RECEIPTS FOR COMPENSATION PAYMENTS.

Illustrative of methods pursued by State boards in the filing of receipts showing that amount of compensation has actually been paid.

MICHIGAN.

SETTLEMENT RECEIPT.

Received of.....
(Name of employer, insurance company, or commissioner of insurance.)

the sum of.....dollars

and.....cents, making in all, with weekly payments

already received by me, the total sum of.....dollars

and.....cents, in settlement of compensation under the Michigan workmen's compensation law, for all injuries

received by me on or about the.....day of....., 191...,

while in the employ of.....
(Name of employer, city or town, street and number.)

subject to review and approval by the industrial accident board.

Witness my hand this.....day of....., 191...

Witness..... .....
(Name of employee.)

Address..... .....
(Street and number.)

....
(City or town.)

If the employer or the insurance company carrying such risk, or commissioner of insurance, as the case may be, and the injured employee reach an agreement in regard to compensation under this act, a memorandum of such agreement shall be filed with the industrial accident board, and, if approved by it, shall be deemed final and binding upon the parties thereto. Such agreement shall be approved by said board only when the terms conform to the provisions of this act.—(Sec. 5, Part III.)

Form No. 11—7-13-50,000.

RECEIPT ON ACCOUNT OF COMPENSATION.

Received of.....the sum of
(Name of employer, insurance company, or commissioner of insurance.)

.....dollars and.....cents

being the proportion of my weekly wages from the.....day of.....191...,

to the.....day of.....191..., under the Michigan workmen's

compensation law, subject to review by the industrial accident board, said accident

occurring on the.....day of....., 191.., while in the employ of.....

$.....

.....
(Name of employee.)

.....
(Street and number.)

Date.....

.....
(City or town.)

If the employer or the insurance company carrying such risk, or commissioner of insurance, as the case may be, and the injured employee reach an agreement in regard to compensation under this act, a memorandum of such agreement shall be filed with the industrial accident board, and, if approved by it, shall be deemed final and binding upon the parties thereto. Such agreement shall be approved by said board only when the terms conform to the provisions of this act.—(Sec. 5, Part III.)

MASSACHUSETTS.

Form No. 15.

Every agreement in regard to compensation under this act is subject to approval by the industrial accident board and a memorandum of the same must be filed with the board, whether said agreement is written or oral, and whether it is made by one or both parties, or in the form of a receipt. Any weekly payment or settlement under the act, whether purporting to be final or otherwise, may be reviewed by the board. Section 20, Part II, and sections 4 and 12, Part III, chapter 751 of the acts of 1911, and amendments thereto, and rule No. 6 adopted by the board.

SETTLEMENT RECEIPT.

Received of.....the sum of.....
(Name of insurer.)

.....dollars and.....cents, making in all, with weekly payments already received by me, the total sum of.....

dollars and.....cents, in settlement of compensation under the Massachusetts workmen's compensation act, for all injuries received by me on or about the.....

day of.....191.., while in the employ of.....
(Name of employer, city or town, street and number.)

.....subject to approval and review by the industrial accident board.

Witness my hand this....day of.....191...

Witness.....
(Name.)

.....
(Name of employee.)

.....
(Street and number

.....
(Street and number.)

.....
(City or town.

.....
(City or town.)

No. 5. MEDICAL AND SURGICAL AID.

RECOMMENDATIONS MADE BY MASSACHUSETTS MEDICAL ADVISORY COMMITTEE.

First. That a permanent advisory medical committee is necessary.

Second. That we consider it inexpedient to have a medical man as a member of the industrial accident board.

Third. That the industrial accident board should have a consulting surgeon upon whom should fall the duty of detail work in preparation of matters to be laid before the advisory committee. Matters in dispute regarding services and fees of physicians should be referred to this committee for recommendation.

Fourth. That insurance companies be requested to provide suitable blanks for notifications as well as specifications of services rendered by physicians.

Fifth. That industrial insurance companies be encouraged to allow all reputable physicians to render services in industrial accidents, provided they are willing to render such services upon reasonable basis.

Sixth. That the accident board should make arrangements with which the insurance companies should cooperate, that any physician whose bill is in dispute may appear before a representative of the accident board within a reasonable distance of his home.

Seventh. That the accident board shall provide for medical referees by districts.

Eighth. That fees paid by the companies should not be less than the average minimum fee in the locality in which the service is rendered.

Ninth. That charges up to $50 for major operations are not excessive.

Tenth. That physicians appearing at hearings before the board shall receive the compensation as provided for under section 8, part 3, of the act.

Eleventh. That services rendered by lodge physicians be paid for, provided it is not inconsistent with the rules of the order.

Twelfth. That specialists, established and recognized by the profession as such, may receive special rates for their work, provided the case requires special skill.

Thirteenth. That the ruling previously made by the accident board, that "fees should not be charged an injured party whose employer was insured larger than the injured party would be charged were he not insured," should be interpreted to mean that in a given accident the fee paid by the insurance companies for services should not be less than the average minimum fee for similar services in the locality in which said services are rendered.

Report to Massachusetts Industrial Accident Board of 24 insurance companies doing business under the workmen's compensation act in Massachusetts for the year ending June 30, 1913.

1. Number of employees receiving medical services only	26,609
2. Number of employees receiving compensation only [1]	3,820
3. Number of employees receiving both medical services and compensation [1]	10,827
4. Number of cases reported requiring neither payment of compensation nor medical expense	32,109
5. Number of fatal injury cases reported in which dependents totally dependent for support upon the employee were left under section 6, part 2, of the act	203
6. Number of fatal injury cases in which dependents partially dependent were left	31
7. Number of fatal injury cases in which no dependents were left	43
8. Total compensation paid all injured employees and dependents of all fatally injured employees	$490,816.80
9. Payments covering medical and hospital services and medicines, under section 5, part 2, of the act	297,131.87
10. Estimated liability on account of compensation due injured employees and their dependents, covering the amount of deferred payments for losses incurred and the estimated cost of undetermined losses [1]	725,267.41
11. Estimated liability on account of medical services rendered, but not yet paid [1]	97,158.84
12. Compensation paid in fatal injury cases in which dependents totally dependent survived	33,174.02
13. Estimated liability on account of deferred payments under item 12 [2]	313,786.33
14. Compensation paid in fatal injury cases in which dependents partially dependent survived	3,401.47
15. Estimated liability on account of deferred payments under item 14 [2]	26,757.15
16. Payments covering fatal injury cases where no dependents survived, under section 8, part 2, of the act	4,142.01
17. Estimated liability on account of deferred payments under section 8, part 2 of the act [2]	3,235.00

MEDICAL AND SURGICAL FEE SCHEDULES ADOPTED BY TWO INSURANCE COMPANIES.

SURGICAL FEE SCHEDULE.

In presenting the following fee table the company recognizes the difficulty of making any fee table that will fit all cases, but intends to interpret the following with all reasonableness.

It is understood that the usual first-aid charge for minor injuries, where the injured party comes to the surgeon's office, will be either one or two dollars, according to the severity of the injury. If the surgeon has to leave his office and go to the injured person, an additional charge may be made in accordance with the distance, etc.

These fees have been established with the understanding that they include in all cases the necessary appliances, dressings, anesthetics, etc., for the proper treatment of each case, and that they will be supplied by the attending physician. It is also understood that the strictest aseptic precautions will be observed in accordance with approved methods of surgery.

---

[1] Information not yet received from two companies. Amount estimated.
[2] Information not yet received from one company. Amount estimated.

Fee table.

	First aid not to exceed—
1. Bruises, sprains, abrasions; incised, punctured, or lacerated wounds that do not need suturing	$1–2
2. More extensive lacerations or incised wounds and scalp wounds	2
3. Slight infections, burns and scalds	2
4. Any injury to a distal phalanx of the hand or foot	2
5. Compound fractures of the proximal phalanges of the fingers or toes	5
6. Compound fractures of the bones of the hand or foot (not fingers or toes)	5
7. Reduction of simple fractures or dislocations of ribs or of the small joints or bones of the fingers or toes	3
8. Foreign bodies in conjunctival sac or cornea	2
9. Reduction of simple fractures or dislocations of the wrist or ankle, including forearm and leg	15
10. Reductions of simple fractures or dislocations of other major joints and bones.	20
11. Compound fractures or dislocations of the wrist or ankles or major joints and bones, where first aid includes operative reduction	25
12. Amputation of finger or toe	5
13. Amputation of hand or foot	20
14. Amputation of leg, thigh, forearm, or arm	25
15. Amputation of thigh at hip joint	75
16. Amputation at shoulder joint	50
17. Compound fracture of skull that necessitates operative opening of the cranial cavity	75
18. Anesthesia	2–5
19. Assistance at operations, from $2 to 20 per cent of the principal fee.	
20. X-ray pictures (to be taken only upon orders from the company), $2.50 each for first two plates; $2 each for subsequent plates.	

It is the experience of the company that in the subsequent care of these cases most of them need about an average of three dressings a week, at an average charge of $1 each, where the patient goes to the doctor's office, and at an average charge of $—— each where it is necessary for the doctor to go to the patient's house, until such time as the patient may safely be trusted to dress the wound himself. When this time comes it is expected that the surgeon will act honorably toward this company and not continue to make dressings after they cease to be necessary.

Accordingly, it is understood that charges for subsequent treatment will in most cases be limited to charges for three visits per week, at the following rates: Office calls, $1; house or hospital visits, $———.

Where the policy of the insured covers first aid only, or aid for a limited term only, no charge will be made to this company beyond the charge for such first aid or limited term. Compensation for further dressings must be privately arranged for.

The above schedule of fees is approved and will be accepted by me as a guide for charges where I am called upon to render surgical aid to injured persons, for which the insurance company, accident and liability department, may undertake to pay.

(Signed.) ——— ———, M. D.

Medical fee schedule.

	First aid.	Subsequent aid.
Ordinary day visit, not necessitating antiseptic dressing	$1.50	.....
Visit necessitating and including antiseptic dressing	2.00	$1.00
Visit including both antiseptic dressings and necessary operative procedures in ordinary cases of contusions, lacerations, incisions, punctures, etc	3.00	1.00
Night visit, 9 p. m. to 7 a. m	2.50	.....
Office examination and report, ordinary	1.00–2.00	.....
First attention at office, including operative procedure and dressing of ordinary wound	1.00–2.00	1.00
Removal foreign body from conjunctive	1.00	1.00
Removal foreign body from cornea	2.00	1.00

Medical fee schedule—Continued.

AMPUTATIONS.

	First aid.	Subsequent aid.	
		Hospital or home.	Office.
Hip joint	$40.00	$2.00	$1.00
Thigh at any point	40.00	2.00	1.00
Leg or foot	25.00	2.00	1.00
Shoulder joint	40.00	2.00	1.00
Arm or forearm or hand	25.00	2.00	1.00
Metatarsal or metacarpal:			
Single	10.00	1.50	1.00
Two or more	15.00	1.50	1.00
Fingers or toes:			
Single	5.00	1.50	1.00
Two or more	10.00	1.50	1.00

FRACTURES.

Upper arm	$12.50	$1.50	$1.00
Forearm:			
One bone	10.00	1.50	1.00
Both bones	12.50	1.50	1.00
Femur	25.00	1.50	1.00
Lower leg:			
One bone	10.00	1.50	1.00
Both bones	15.00–20.00	1.50	1.00
Jaw	10.00	1.50	1.00
Ribs, one or more	5.00	1.50	1.00
Patella	15.00	1.50	1.00
Pelvis	15.00	1.50	1.00
Metatarsal or metacarpal	5.00	1.50	1.00
Finger or toe	3.00	1.50	1.00
Two or more	5.00	1.50	1.00
Scapula	10.00	1.50	1.00
Clavicle, full aid	10.00	.....	.....
Nasal bones	5.00	1.50	1.00
Compound fractures, add 25 per cent for first aid only.			

DISLOCATIONS, ETC.

Shoulder	$10.00	$1.50	$1.00
Elbow	10.00	1.50	1.00
Hip	20.00	1.50	1.00
Knee	10.00	1.50	1.00
Ankle	10.00	1.50	1.00
Wrist	5.00	1.50	1.00
Finger	2.00	1.50	1.00
Jaw	5.00	1.50	1.00
Trephining skull	40.00	1.50	1.00
Ligating important arteries	10.00	1.50	1.00
Reduction of ordinary hernia when due solely to recent injury, and applying truss	5.00	1.50	1.00
Reduction of strangulated hernia by taxis	10.00	1.50	1.00
Herniotomy	30.00	1.50	1.00
Enucleation of eyeball	25.00	1.50	1.00
General anesthetic	5.00	.....	.....
Complete physical examination and report	3.00–5.00	.....	.....
Autopsy, complete with written report	25.00	.....	.....
Attending but not performing	10.00	.....	.....
Testimony in court as to simple fact of injury	10.00	.....	.....
Expert testimony	15.00–25.00	.....	.....
Passing catheter	1.50	.....	.....

X-rays (to be taken only upon orders by the company), $2.50 each for first two pictures; $2 each for subsequent pictures.

_____ _____,
Surgeon.

_____ _____,
Company.

By _____ _____.

Dated at _____ this _____ day of _____ 191–.

SURGEON'S FEE BILL ADOPTED BY THE STATE LIABILITY BOARD OF AWARDS, COLUMBUS, OHIO.

Fractures—Reducing and first dressings.

(This does not apply to cases where wiring or other operation is necessary.)

Femur	$25.00
Patella	15.00
Tibia, fibula, or both	12.50
Clavicle	12.50
Scapula	15.00
Radius, ulna, or both	10.00
Jaw	10.00
Humerus	15.00
Nasal bones	5.00
Ribs	5.00
Finger or toe	5.00

Amputations and first dressings.

At thigh	$50.00
At shoulder joint	50.00
At knee	30.00
Of arm	25.00
Of both hands	25.00
Of either hand	15.00
Of forearm	22.50
Of leg	22.50
Of foot	20.00
Through meta carpus or tarsus	15.00
Of one finger or toe	5.00
Of each additional finger or toe	2.50

Dislocation—Reducing and dressings.

Hip	$15.00
Shoulder joint	15.00
Wrist	8.00
Elbow	8.00
Finger or toe	2.50
Ankle	8.00
Lower jaw	5.00

Miscellaneous—Treatment and dressing of lacerated wounds of soft parts, tears, burns, scalp wounds, sprains, strains, contusions, bruises, arresting hemorrhages, stitching wounds, etc.

Ordinary case, first dressing	$0.50–$2.00
Extraordinary case, first dressing	2.00–5.00
After dressing (depending on the nature of the injury	.50–2.00
Removing foreign body from eye (ordinary)	1.00
Cutting down and ligating large vessels	15.00
Trephining skull	50.00
Assistant administering anæsthetic	5.00
Assistant to surgeon	5.00

EXPLANATORY NOTE TO MEDICAL PROFESSION.

The total charge for afterdressings should not exceed 50 per cent of the charge for first attention, as per the fee bill. There may be exceptions to this. Such exceptions will be thoroughly investigated by the medical department.

The charges for reducing dislocations are for full attention.

Under "Miscellaneous," the charges should be reasonable and in proportion to the injury. The same applies to afterdressings.

Attention rendered for other injuries not listed to be in accordance with this fee bill.

This fee bill is taken from a large number of county medical societies and other fee bills, and are the minimum average reasonable fees collected for services rendered injured workmen. It is to the interest of physicians to cooperate with the board and this department in rendering good treatment and to charge reasonable fees, in accordance with this fee bill. By so doing you will aid very materially in abolishing contract surgery, which has been used extensively in the past, and which has always been objectionable to the medical profession. We wish to avoid contract surgery.

The profession can also aid by not rendering "too attentive treatment," with the idea of creating a large fee. This will not be tolerated by the board, neither will aiding an injured man who attempts to malinger.

Services rendered to injured employees are rendered subject to section 23 of the workmen's compensation act. An amount considered reasonable by the board (using this surgeon's fee bill as a basis) is granted to the injured employee for payment of such claim. In nearly every case the injured employee signs an authorization which authorizes the board to pay the amount granted for medical services, etc., direct to the physician or person rendering such services.

NOTE.—If the physician has not completed the treatment of the injury, retain the fee bill and return to the medical department just as soon as treatment is completed. This in order that the board may consider the reasonableness of your fees, and, if reasonable, that such amount so considered may be allowed, according to section 23 of the workmen's compensation law.

Before the State liability board of awards.

In the matter of the claim of....., for money to pay for medical services, etc. No..... Physician's fee bill.

The following is an itemized account of professional services rendered in connection with the treatment of injury to..... of....., the treatment indicated below and necessary services rendered therefor are reasonable and not more than charges for like services which I render other injured workmen.

Date.	Items.	Amount.
.....	.....	.....
.....	.....	.....
.....	.....	.....

(Items should be written out fully. Do not abbreviate.)

....., M. D.
(Signature of Affiant.)

(The above must be sworn to if such a request is made by the board or the chief medical examiner. See rules of procedure No. XV.)

OATH.

STATE OF OHIO, COUNTY OF....., *ss.*
....., being first duly sworn, says that the facts stated in his foregoing fee bill are true.

....., M. D.
(Signature of Physician.)

Sworn to and subscribed before me, the undersigned authority, on the..... day of ....., 191...

.....

[SEAL.]

.....
(Title of officer taking acknowledgments.)

NOTE.—The officer taking this acknowledgment is cautioned to see that this blank is properly filled out and that the acknowledgment is properly taken. Acknowledgment may be taken before a notary public, justice of the peace, mayor, or other officer authorized by law to administer oaths. Acknowledgments may also be taken before a member or any inspector, examiner, or traveling auditor of the State liability board of awards.

CERTIFICATE.

(The physician is earnestly requested to fill out certificate when services to claimant are completed.)

I hereby certify that the above-named claimant will be able to return to work on the..... day of ....., 191... That from the nature of the injury he will be able to earn ..... per cent of the wages earned by him previous to the accident.

....., M. D.

SPECIAL SURGEON'S FEE BILL.

The special surgeon's fee bill given below has been adopted by the State liability board of awards as being reasonable for such services rendered injured workmen:

1. Foreign body on cornea.....	$2.00
2. Cauterizing cornea ulcer.....	5.00
3. Burns of cornea lids, etc., including removing burned tissue, cinders, etc.....	5.00–10.00
4. Lacerated cornea, cleaning dirt from flaps, and cauterizing same....	5.00–10.00
5. Lacerated cornea with prolapsed iris, amputating prolapsed iris, and replacing stumps.....	25.00–50.00

6. Extraction of steel from eye	$25. 00–50. 00
7. Enucleating eyeball	25. 00–35. 00
8. Sewing lacerated lids	2. 50– 5. 00
9. Sewing lacerated eyeball	10. 00
10. Office calls	1. 00– 1. 50
11. Hospital calls	1. 50– 2. 00
12. Plastic operations on lids and eyeball, following burn contractures	25. 00–50. 00
Reducing fracture of nose	5. 00
Anesthetic (given by assistant physician)	5. 00

NOTE.—The above report must be sworn to if such request is made by the board or its chief medical examiner. (Rule 15.)

STATE OF OHIO, COUNTY OF ....., *ss:*

....., being first duly sworn, says that the facts stated in his foregoing report are true.

....., M. D.
(Signature of physician.)

Sworn to and subscribed before me, the undersigned authority, on the ..... day of ....., 191..

.....

[SEAL.] .....
(Title of officer taking acknowledgment.)

NOTE.—The officer taking this acknowledgment is cautioned to see that this blank is properly filled out and that the acknowledgment is properly taken. Acknowledgment may be taken before a notary public, justice of the peace, mayor, or other officer authorized by law to administer oaths. Acknowledgments may also be taken before a member, or any inspector, examiner, or traveling auditor of the State liability board of awards.

NOTE.—This report must be made out and returned at once to the State liability board of awards, Columbus, Ohio, in order that the injured employe's case can be completed and thereby secure an early hearing by the board.

[STATE OF OHIO, STATE LIABILITY BOARD OF AWARDS, COLUMBUS, OHIO. SPECIAL SURGEON'S REPORT.]

Claim No. .....
Case of .....

(All questions relating to part affected should be answered. Questions 1 to 8, inclusive, should always be answered. Questions 9 and 10 for the eye, and questions 11 and 12 for the ear.)

STATE LIABILITY BOARD OF AWARDS,
Columbus, Ohio.

1. Name of injured person..... Address.....
2. Age....., Sex....., Color....., Nationality....., Married, single, or divorced.....
3. Date of accident....., Hour of day.....M.
4. State who rendered first treatment, and what was done.....
.....
.....
5. Give patient's version of how accident occurred.....
.....
6. Was repair delayed from any cause?..... Was there any previous injury to part now affected?.....
7. Is there any evidence of syphilitic, gonorrhoeal, tubercular infection; alcohol, tobacco, drugs, or any occupational disease present in this case?.....
8. What is the temporary disability in this case?.....
The permanent disability?.....

EYE.

9. Vision uncorrected { O. D.....Vision O. D. after Correction.....
O. S.....Correction O. S.....
10. Was perimetric, or any other special test or examination necessary?.....
If so, give results of same.....
.....
.....

EAR.

11. Hearing, acoumeter, {R.....Tune Air Cond. R.....L.....
L.....Fork Bond Cond. R.....L.....
12. Bone conduction, {1. High tones, R..... L.....
2. Low tones, R..... L.....
13. Give a summary of the case as you see it; peculiar conditions, etc.....
.....
.....
.....
.....

Kindly use charts on back for illustrations when necessary.
Graduate of....., 19....
Date....., 19.... ....., M. D.

HOSPITALS.

[Extract from report of Massachusetts Industrial Board for 1913.]

The next problem of importance was the relationship of the hospitals to the act. Many abuses in connection with hospital services under the act were discovered, and it was finally found necessary to take the same action in regard to hospitals as was taken with the medical profession. A meeting with the hospital administrators was held at the statehouse, at which James B. Carroll, chairman of the board, presided, and a general discussion of the hospital problem was participated in by the representatives of the 38 hospitals in attendance.

A special committee, consisting of Dr. Halbert G. Stetson, chairman, Springfield; Dr. Walter R. Weiser, secretary, Springfield; Dr. Walter P. Bowers, Clinton; Dr. Fred A. Washburn, Boston; Dr. John H. McCullom, Boston; Dr. Francis R. Mahoney, Lowell; and Mr. Richard P. Borden, Fall River, was appointed to report on the hospital problem.

The report submitted by this committee follows:

The committee appointed by your honorable chairman to consider the subjects of—
First. Hospital charges.
Second. Additional surgical charges.
Third. Recommendations as to how the act might be improved; beg to herewith submit their report.

In considering these questions the committee has secured data from 54 hospitals in the State, and their conclusions are based upon such data, together with the experience of the members of the committee.

In arriving at a fair charge for hospital care, we asked for the per capita cost of each institution. The average is found to be $16.66 per week. The usual operating-room charge is $5, but some charge $10 in unusual cases.

The X-ray charges vary because of various ways of making the charge. In the opinion of the committee, the radiographer should be paid for the examination regardless of the number of plates made. It is to his ability to interpret plates and to his advice, that the surgeon owes much of his success in obtaining good results.

Serums, notably that of tetanus, must be used in certain cases, and the expense is apt to be very great. This item, together with special appliances and special drugs, should be paid for at cost.

In cases of delirium tremens following accidents, and a few other conditions, special nursing is a necessity, and this should be paid for at the usual nursing rates.

We inquired into the ability of the hospital managements to collect bills from those who remained in the hospital more than two weeks. The feeling is almost unanimous that, although persistent effort is made to collect from the patient or friends, the loss is enormous, ranging from 50 to 99 per cent.

Many hospitals claim that the admission of industrial accident cases is a detriment to the hospital, because of this inability to collect from long fracture and septic cases,

and the losses incident to such cases. Nevertheless, the hospital must be regarded as being the most desirable place for the treatment of all serious cases.

The following conclusions are respectfully submitted as the suggestions of this committee for working basis in the solution of these problems:

That the fee for hospital care in such cases should be $15 per week in addition to the following extras:

Operating-room fee, $5.

X-ray, $5 for each examination, without regard to the number of plates made, except for examinations of the head, trunk, or hip, when a charge of $10 may be made.

Serums, special drugs, and special appliances shall be charged for at cost.

Special nurses, when necessary, shall be paid for at the usual price for each hospital, the maximum charge not to exceed $4 per day and $4 per night.

Ambulance, $3 for calls within a radius of 3 miles, and $1 for each additional mile, the charge to be made only in one direction.

Out-patients shall be charged a maximum fee of $2 for the first attendance, plus the operating-room fee if used. For subsequent calls the charge shall not exceed $1 for each visit.

When a surgeon is employed to care for an injured person, and such person is admitted to the hospital, or when the custom or rule of the hospital provides that a patient shall pay the surgeon's fee, the surgeon should, under the compensation act, be entitled to his proper fees in addition to the hospital charges.

That the period of time for which hospital services shall be paid by the association should be extended to such time as is necessary or expedient for the injured person to remain in the institution.

That the industrial accident board should be given power to decide upon the payment of bills for medical, surgical, and hospital attendance, beyond the first two weeks after injury, in cases in which their judgment dictates such extended attendance.

5 A. MALINGERING.

[Extract from Massachusetts Industrial Commission's Report, 1913.]

The industrial accident board would not feel it had done its full duty to the legislature if it did not call attention to the conditions which have shown, especially in Europe, a tendency to sap the vital elements of character and check the growth of the qualities of the highest value in national development, because when all is said and done the material well-being of the wage earner depends as largely on his character as it does on the regulations which law imposes or assistance which legislatures can give. No innovation begun by a State can be stopped at anyone's pleasure or regulated according to the original intention.

One of the logical, but most unexpected, developments of the workmen's compensation act was shown almost immediately in the throwing of aged and infirm employees out of industry to reduce the cost to certain employers of insurance premiums. One company in Massachusetts, after a physical examination, discharged 22 employees who were either aged or under par physically within a few weeks after the act went into effect. For instance, employees found with varicose veins, hardened arteries, and advanced in years, if injured, would not be likely to respond to treatment, and a trifling injury might result in payment for total disability under the act. Epileptics and others, who by reason of their infirmity would likely be injured in their occupations, when discovered, find employment more difficult and in some cases impossible.

The State which has thrown these employees out of work will eventually be asked to make provisions for them, although the danger of acts providing for nonemployment insurance and superannuated insurance is so obvious that they need not be here discussed. However, because such legislation is dangerous and, if adopted, would necessarily result in a great burden to the State it should be studied and, if possible, by providing against the need of it, make such laws unnecessary.

Workmen's compensation acts have been effective in some of the European States for 30 years or more. It is alleged, with substantial proof, that workmen's compensation acts have been followed by successful attempts at malingering, it being more difficult year by year to get injured workmen cured of their injuries. The growth of new forms of nervous diseases arising out of workmen's compensation acts had begun to attract attention in Germany as long as 20 years ago. European doctors are accused of using irregularly the workmen's compensation act as a form of revenue; some of the workmen are accused of exploiting their accidents—a process so human and easy to understand that it is quite a normal and psychical proceeding. It does not follow that all these cases of simulation are wholly fraudulent, because there is nearly always ground for making the original claim. German literature on this subject gives the case of a man who hoodwinked the insurance authorities in Berlin for the payment of 50 per cent of his average weekly wages for a disability arising out of industry and who was accidentally discovered to be following the occupation of an acrobat in Alsace. Another case has been quoted where a man drawing disability payment for an injured elbow at the same time under another name was earning a living as a pugilist.[1]

These cases are not manifesting themselves in great numbers in Massachusetts, but there are already indications that before long they will be of sufficient importance to constitute a problem.

Such cases involve aliens of a certain type, temperamentally nervous, alcoholics, whose vital energy and stamina have become undermined; the subnormal, neurotics, and those suffering from various forms of nervous diseases. The lazy and incompetent—the failures in industry—may prefer, after injury, to receive one-half their average weekly wage for an indefinite period rather than trying to get work at their old or in any occupation.

The object of the act is to return people to industry; one of the effects of the act is that people refuse to go to work while they are in pain. Before the act went into effect the uninsured workman with a broken leg, whose muscles became contracted

[1] "National Insurance and National Character." Edinburgh Review, July, 1913.

and partially atrophied, because of the fracture, was forced by necessity to go to work, and did go to work. Every day he found that the pain was less and less, and it soon disappeared. The injured employee receiving half or more of his average weekly wage under a compensation act, and who for any reason is not ambitious, may, and sometimes does, refuse to go to work while there is any pain in the injured part. The longer such injured employees stay away from work the harder it is for them ever to go to work; and unless prompt and stringent means are taken to force them back into employment it is not long until the atrophy becomes permanent, and the injured employee becomes a charge on the law up to full period of total disability, and subsequently on private or public charity. This is not to be wondered at. The ordinary person after a fortnight's vacation in the summer time finds it difficult on his return to start to work, and if the incentive to remain away at vacation on half pay could be supplied it is probable that summer vacations would be extended longer than they are to-day.

Some workmen who are victims of bad advice or afraid of pain refuse to accept the medical or surgical services offered by the insurance companies, which is necessary to put them back on a working basis. To remedy this defect in the Massachusetts law it is suggested that section 19, paragraph D, of the Illinois law should be added as an amendment to the act, which says:

"If any employee shall persist in insanitary or injurious practices which tend to either imperil or retard his recovery, or shall refuse to submit to such medical or surgical treatment as is reasonably essential to promote his recovery, the board may, in its discretion, reduce or suspend the compensation of any such injured employee."

The principal danger of malingering, which up to now has not been very great in Massachusetts, is not in the cost of insurance to employers, or its effect on the profits of the insurance companies; but the great danger of the spread of these practices is to the workingman himself, because nothing more quickly undermines energy and self-respect than this practice, the consequences of which are permanent and hit him when he is down.

In the opinion of the board the way to prevent the growth of practices which have made similar acts odious in Europe is:

First. The establishment of a definite medical policy regarding injuries, so that as far as possible and human all injuries shall be judged on a uniform basis. Every time the board is outwitted by a malingerer the precedent is important. The board needs a medical adviser whose duty it will be to pass on the medical problems which rise out of industrial injuries. A competent medical adviser will assist the board in fairly and uniformly administering the law, and while benefiting the employee whose injury is genuine and disability honest, will prevent the malingerer from getting benefits which are not deserved; and

Second. To give the industrial accident board authority to hire or establish one or more wards in hospitals, located to serve the industrial centers of the Commonwealth, where doubtful cases of disability may be sent at the discretion of the board for observation and study, the cost to be assessed pro rata on the insurance companies.

NO. 6. ACCEPTANCES AND REJECTIONS OF ELECTIVE ACTS BY EMPLOYERS.

The reasons given for accepting the acts in various States vary, but they do not in any case necessarily show that the employer is entirely satisfied with the particular compensation act under which he is working. They do show either that he is satisfied with the principle of compensation or believes that the particular act has more merit than demerit from the point of view of his needs.

The reasons given by employers for rejecting the act are valuable mainly from the standpoint of legislation, as they frequently suggest some defect in the law which caused the employer to reject it.

While many employers have accepted the law because they believe in the principle of compensation and regard the system as intended to be fair and just to both employer and employee, others have acted from a merely practical motive, as, for example, by advice of their insurance agent, or for the reason that the act tends to avert litigation or leads to prompt settlements and fixes definitely the amount of liability. Many, in replying, have frankly stated that their reason or accepting the law was the fact that their defenses under the iability act were removed by the statute.

CALIFORNIA.

Reasons for accepting the act.—California, in the reports of employers who have accepted the act, reflects a variety of motives for favorable action. A company employing 450 persons in manufacturing electric heating appliances went in under the act "because the principle is good." A department store with 500 employees said, "Under the compensation a portion of our insurance premiums is likely to reach injured employees. Under ordinary liability, no part, or a very small part, of the amount paid out by us in premiums may reach injured employees." A telephone company regards it as "fair to both sides." A firm with 30 employees preparing "upper leather" assigns as its motive "equity." A firm of building contractors says that they are "wholly in sympathy with its purpose." A metal-weld company with 12 on the pay roll "accepted for reasons both humane and financial; cost in case of accidents limited to reasonable amount." A manufacturer of pumps, gas engines, and general jobbing, 20 employees: "More satisfactory than carrying insurance, and we think it a just act; employees should be projected." Purely financial considerations are avowed in many cases: "Figured it put us on a definite basis for settlements, and we know 'where we are at.'" "Seemed more economical than insurance and more practical of adjustment with more fairness to both parties." "Insurance company advised and issued policy only on condition that we did." "Ordinary protection becomes decided and less opportunity for contested claims; as good for one as the other." "The company's lawyers advised that it would be the most economical under the

laws." "Good insurance." "To avoid uncertain damage liability." Sentiment has a place in not a few of the reports: "Personally we believe it wise. We believe we have the best governed State in the Union, and that the State legislature and government knew what they were doing when they passed the law." "Our liability insurance company asked us to do so," is the report of a laundry with 75 employees. An electric, water, and gas company, with 250 employees, reports: "We believed that it would be cheaper for the company, more equitable for its employees, and likely to discourage litigation instigated and fostered by third parties." "This plan of insurance was accepted in the hope that definite amounts for specific injuries arranged according to schedule by law would give much more satisfactory feeling between employer and employee." "We considered it better for us and our employees to let the matter of compensation be settled by State commission rather than by the courts." "Accepted compensation act because we felt our employees were entitled to some consideration in case of accident, which could easily be provided by insurance."

Reasons for rejecting the act.—Among the reported rejections one is from a fruit cannery, giving 1,000 as the number of employees. Of the act is said: "It is so complicated that we have never had a full understanding of it. Most large concerns have not accepted." A gas and electric corporation which has 1,100 employees reports, "Having had little or no trouble in former years with our employees in the matter of adjustments on account of accidents, we have delayed our acceptance or rejection of the compensation act of this State." A dry goods house with 575 persons in its employ writes, "Acceptance of act and carrying insurance therefor meant an increase in the cost of our insurance coverage of several hundred per cent. We make a practice of paying full lost time for accidents and insuring our legal liability only, both of which combined make it cheaper than the acceptance of the compensation act."

ILLINOIS.

Reasons for accepting the act.—Illinois, judging by the reports received, has its new compensation act brought to a form acceptable to many important manufacturing interests. Many of the replies to the request for reasons for accepting the act give purely financial explanations: "Figured there was nothing to be gained by rejecting it. Insurance rates as high one way as the other. Also figured something of this kind was bound to come and we might as well support it first as last." "We considered it advantageous, because the compensations were limited to certain amounts." "Legal penalties imposed on nonacceptance." "Because it specifically states amount to which injured person is entitled." A bottle manufacturer having 2,800 employees wrote, "Rejected for one year, not knowing just what the new law meant to us, but since May 20, 1913, we have accepted, and mighty glad of it." Another employer writes, "The insurance rates of the liability companies were considered too high and we believed we could get better results in dollars and cents and in keeping down accidents to employees." A company of sole-leather cutters, 325 employees, "The general consensus of opinion among our business friends favors accepting the act; reason, a more definite hazard."

A manufacturer of folding cartons, corrugated paper, etc., 1,300 employees, "We believed it was to our interest to do so." "Otherwise we are deprived of practically all defenses." "Did not care to risk paying heavy damages." "The new act defines our liability, and is therefore preferable to the uncertainty incident to the common-law practice." "We are a public-utility corporation and do not wish to antagonize either our employees or the public; accepting the law puts us beyond criticism in the handling of accidents to employees; it also gives us a definite amount each month to charge on our books account of injuries." The foregoing replies are illustrative of many.

Others run: "Saves time and trouble"; "More definite as to the compensation due"; "A safe business proposition." Broad views are not infrequently taken. A company manufacturing tin cans, boxes, and metal specialties, 100 employees, writes: "We believe that the compensation plan is a step in the right direction. We believe that fair and equitable remuneration is due an injured employee regardless of the cause of the accident"; a farm-implements manufacturer, 2,000 employees, "We were already operating a similar plan and had few changes to make"; "Ultimately to gain best results both for employer and employee"; "Because by accepting and carrying insurance we knew just what our annual expense would be and because we thought by so doing more compensation would reach the workman and less absorbed in lawyers' fees"; "We think it a good thing for an injured man to be helped by his employer, and not fought in the courts, to aid the insurance companies"; "Since accepting we have had absolutely no more difficulties with our employees and have done away with all compensation lawsuits." A printing, binding, and lithographing company, 110 employees, "We considered it a good, fair method on account of advantage to the laboring classes"; a watch-manufacturing company with 3,000 employees says: "Because we are in sympathy with the purpose of the act and we believe in following the laws of the State"; a Chicago wholesale clothing company, 550 employees, "For protection given both employer and employee"; a lumber company, also manufacturers of tin boxes, 900 employees, "In view of our having been deprived of the three principal defenses formerly allowed by law we considered it better to operate under the act"; a company making metal beds and spring beds, 175 employees, "We thought it a just act on the whole, and were willing to give it a trial"; a company manufacturing furniture, "Think it best to be good"; a brewing company, 500 employees, "In favor of workingmen's compensation"; a steel and wire company, 500 employees, "Because we believe in compensation for disabled employees"; a foundry with 2,500 employees, "Better for workmen"; a machinery company, 1,100 to 1,200 employees, "Believe that in the long run it would work to the advantage of both the company and its employees." A foundry producing malleable-iron castings, with 750 employees, writes, "Not enough experience to say which is better." A hosiery company, 150 employees, was "advised by the insurance companies." A plate and window glass jobbing house with 100 employees reports, "Our experience with insurance companies had previously been so unsatisfactory and we felt that it was a wise law." A company manufacturing "specialties" says, "Believe that the burden of accidents to employees should fall on the em-

ployers the same as in the case of machinery." A hardware manufacturer, 200 employees, "We would be glad to pay to our employees a reasonable compensation for accidents, rather than to an insurance company."

Reasons for rejecting the act.—A company making wooden boxes, 80 employees, says, "We filed against the act in 1912 for the reason that we believed same unconstitutional and could secure the same protection with our liability insurance company, whether we rejected or accepted the compensation act. Since then our State has put in a new compensation act of 1913, repealing the act effective May 1, 1912, and we have just recently advised the industrial board at Springfield that we will come within and be bound by the provisions of this act." A coal-mining company, with 1,100 employees, "Principally because so few mining corporations have accepted, and the added cost by reason of act hinders us in competition with companies in other States where no compensation law exists." A company making and printing envelopes, 250 employees, "Approve the principle involved, but consider the Illinois law unfair in that it makes good risks and carefully managed plants suffer for the deficiencies of poor risks. We have never had a serious injury, deal with our employees liberally, and prefer to do so outside the new law." A job printing and binding establishment writes, "From our experience we believed we could better afford to stay out of it." A box factory, with 100 employees, "First, account of excessive rate charged by employers' liability insurance companies to carry risks under the act; second, account small per cent of accidents we have had past 15 years, we have concluded to carry own risk and take chances should any trouble arise." One small employer, "Did not think it would be enforced"; another, "Lack of understanding of its intentions"; another, "Too expensive"; another, "Insurance lower." A company manufacturing paving brick gives the following: "In cases of injuries, etc., we prefer to settle with injured for lump sum rather than weekly payments. We also pay doctor and hospital bills."

KANSAS.

Reasons for accepting the act.—A cement manufacturing concern in Kansas, one of the employers who at first stood aloof from the reach of the law, but who has recently accepted it, writes, "At the time the workmen's compensation act took effect we did not come under the act, on the advice of our attorneys. Since then, however, several amendments were passed at the last session of our legislature. These, together with the experience we have had during the past year, and the further fact that many of the insurance companies are now willing to write policies under the act at practically the same price as they previously wrote when not under the act, convinces us that it will be to our advantage to make the change." A brickmaker, with 175 employees, regards the act as "safer and fairly equitable." A company manufacturing soaps and glycerine, 300 employees, writes, "We believe a compensation act the logical method of handling industrial accidents." A chemical company, with 150 employees, says, "Affords employer certain protection and gives a definite liability." A company manufacturing vitrified bricks and tiles reports, "We believe it is the fairest thing for the employer and employee yet

offered, as it is definite and concise and avoids expensive outlay in legal employment." Several employers accepting report as "acting under advice of our attorney."

Reasons for rejecting the act.—Among the rejections, one, reported by a firm of plumbing and heating contractors employing 25 to 75 persons, had this statement, "We thought the original law unfair in that in case of fatal accident, dependents were privileged to disregard compensation act and bring suit under former laws. This was changed by the last legislature, and we shall probably accept the act at the expiration of present liability policy." A structural steel and foundry company says, "We think the law needs revising. We favor compensation as it is in Illinois." That they "can handle losses to better advantage," or "it is too one-sided," or "think it is unreasonable and too stringent," or that the liability rate is excessive, are among the reasons offered by other employers for not accepting.

MASSACHUSETTS.

Reasons for accepting the act.—In Massachusetts, where the act was very rapidly and generally accepted by employers, we find employers giving the following reasons: A manufacturer of worsted and woolen yarns employing 325 people said: "Because we considered compensation an equitable arrangement." A company of felt manufacturers, with 525 employees, said: "Affords a reasonable and equitable way of settling questions of injuries to workmen." The response made by a manufacturer of steamfitters' supplies, with 1,200 employees, was: "We believe in a compensation act, and believe it should have the support of all manufacturers." A shoe manufacturer employing 1,300 people gave the following comprehensive answer: "We believe in the act from two standpoints; first, the workmen should receive a definite compensation for industrial accidents, irrespective of the negligence of his employer, and without the necessity for employing an attorney and proceeding in the courts with the delay and hardship involved; second, the employer should be free from liability of litigation, attorneys' fees, and exorbitant damages." A jute and hemp manufacturer employing 3,200 persons said: "Our reasons for accepting the act were, first, the expense to us under its provisions promised to be less than before; and, second, we believe in the enactment of a compensation law, and thought on the whole that the provisions of the Massachusetts law were good." A manufacturer of linen thread and twines, 500 employees, said: "We have always believed in the payment of compensation rather than settlement of liability; furthermore, we consider that under the Massachusetts act acceptance is practically compulsory as the principal defenses are removed if employer fails to accept the act." Some employers report a belief in the law as "just," or "a good thing," or "a progressive step," or "a safeguard against all suits." One accepted it "for the good of Massachusetts." A brewer with 63 employees writes: "We thought it appealed to us as not furnishing the possibilities for abuse that our insurance suffered previous to the compensation act." A printing establishment employing between 100 and 125 wrote: "Because we think it is fair to the employees, and the printers of the United Typothetæ of America five years ago at the convention at

Detroit took the stand that the business should pay for injuries, and a resolution was passed instructing each typothetæ to urge the passage of the act." An electric illuminating company of Boston with 1,800 employees said: "Appreciation of protection afforded and the fairness of the act as a whole." A manufacturer of women's slippers with 435 employees said: "First, we are in sympathy with the act. It solved the problem of our being able to do something for our employees who are injured by a method other than through recourse to the courts; and, second, we think it safer to do business availing ourselves of the protection which the act gives us." A manufacturer of pressed steel with 250 employees said: "We accepted this act because we thought it best for the interest of both ourselves and of our employees." A manufacturer of shoe heels employing 350 persons thought it "best that the State should be assisted in trying to work out improved insurance and compensation plan for employees and employers." Another employer said: "Acceptance seemed reasonable, logical, and in accord with the spirit of the times," while a corporation employing 4,000 persons said: "The act in its general features appealed to us as being good." Those accepting the act for the reason that their defenses were taken away make such statements as: "We accepted the compensation plan as, if we did not we should have to take our chances with the common law, with the ordinary defenses, viz., that the employee was negligent, that the injury was caused by the negligence of another employee, that the employee assumed risk of employment, removed. Refusal to accept deprived us of important defenses in case of suit, unjustly so, we believe." A corporation engaged in freight-car building with 450 employees said: "Accepted mainly for the reason that under the present State law the defense of negligence of a fellow employee is wholly eliminated." A shoe manufacturer employing 600 persons said: "We supposed we were protecting our employees, also ourselves, from suits for damages."

Reasons for rejecting the act.—In Massachusetts some large employers rejected the act for the reasons that they desired to carry their own risk without insurance, which they could not do under the Massachusetts law, and that they had their particular plan of compensation in operation directly with their employees. A hemlock bark and lumbering company with 100 employees replied, "Have paid no attention to it; think it unfair." A steamship company having approximately 300 employees, a large proportion of whom are hourly laborers, said, "We have not accepted the act on account of insurance feature. That feature we regard as making the rule unfair and impracticable to large employers. In Rhode Island, where similar act was passed without the insurance feature, we have accepted the act." A dry goods house with 80 to 90 employees said, "Not tried it yet; wanted to watch its workings for a year or two until it got settled to a legitimate basis." Among the large employers who rejected it was one with 3,800 employees, which replied, "Rejected. Proposed rate of insurance would cost us several times more than our present liability arrangement for employees." Another replied, "Premium cost too high," while a sewing machine company reported, "Because of cost of insurance (about $3,000). Our custom has been for several years to pay injured employees for full time while inca-

pacitated, also all doctors' bills for them, resulting in average payment on this account in less than $500. We have never been sued but once, and that was settled before going to jury. Fortunately, none of the accidents have been serious." Another large company employing several thousand men said, "The company has adopted a plan of its own, entitled 'Plan for employees' pensions, disability benefits, and insurance,' which it believes is more liberal and beneficial to its employees than the compensation act." A concern with 3,500 to 4,000 employees said, "We believed that it would be less expensive to insure under a common-law liability and that our employees would be as well and as fully protected as under the compensation act."

MICHIGAN.

Reasons for accepting the act.—In Michigan, acceptance of the law has been quite general among the employers reporting. Following are quotations from the returns of large companies that have accepted the act: A copper mining company with 993 employees, "It does away with damage suits wherein in case the company loses the employee gets little benefit, the lawyers taking most." A motor car company, 6,700 employees, "Because of our belief in the principles of workmen's compensation and desire to give our employees the benefit of the law's provisions." A manufacturer of cans, sheet-metal goods, and auto radiators, 400 employees, "By accepting, we believed injured employees would receive full benefit of compensation instead of having to divide it with attorneys." A refrigerator company, 450 employees, "It is a good law. Every workman gets pay for his injuries. Shyster lawyers are out of a job." A stove-manufacturing company employing 1,250 people, "Accepted act for best interests of our employees." A car and foundry company, 4,000 employees, "Could not afford to act under common law and think compensation is best for both employer and employee." A manufacturer of heavy chemicals, 1,500 employees, "First, act removed all of common defenses and put us, if we did not accept, at the mercy of unscrupulous attorneys; second, act seemed fair to both employer and employee." A manufacturer of soda ash, 1,700 employees, "We believe it is a good thing for both parties. It eliminates lawsuits and lessens the work of the courts. It gives all the compensation to the employee without his paying any lawyer's fees. It fixes the amount the employer must pay, and enables him to provide for it in advance." An electricity, steam-heating, ice-manufacturing, and commercial gauge company, 150 employees, "Accepted as a just method of handling the injuries to employees who in the past have been neglected; also protects corporations from questionable lawyers getting employees to be disloyal to their employers." A cement-manufacturing company with 285 employees, "We regard the Michigan workmen's compensation law as one of the best yet passed by any of the States, and we accepted it because we think it gives a square deal to both employer and employee and puts the 'ambulance chasers' out of business." A sugar-refining company having from 400 to 500 employees, "We believe the act to be conservative and fair both to employer and employee, and would do away very largely, if not

entirely, with the lawsuits arising from employees being urged by a certain class of attorneys to sue their employers for some real or imagined grievance." A furniture company, 400 employees, "The inequitable adjustment (substantially extortion) generally existing between the attorney and injured claimant; also in the hope that we would be relieved from the ambulance-chasing attorney." A copper-mining company, 200 employees, "Believe it is right and proper, and leaves a better feeling between employer and employee." A lighting and traction company, 150 employees, "We thought it to the best interest of our employees as well as ourselves." A motor-manufacturing company having over 12,000 employees, "Because we believe it to be much better for all parties interested than the old law, including the State." Another motor-manufacturing company with 1,400 employees, "Consider the act as it stands best for employee and employer; after one year's trial, very satisfactory." A copper-mining company, 389 employees, "Consider it fairer and better for both parties." A steel-products manufacturing company, 500 employees, "It is at present the fairest method of dealing with this problem, both to employee and employer. If changed and made more stringent we will probably refuse it." A salt and lumber manufacturing company, 485 employees, "For the reason that it fixes the compensation to be paid, thereby doing away with long and expensive legal controversies." A company manufacturing woodenware and lumber, 450 employees, "Willing to give it a trial; also as a matter of policy. It is really compulsory, for one not under the act would have practically no defense against suit. All at issue would be amount of damages, and prefer to have that fixed by law than left to a jury." A firm of ship and engine builders employing 1,000 to 2,000 persons gives this reply: "(1) It was made practically compulsory to accept the law, because if not accepted the penalties are too great to risk; (2) because the Michigan law is a reasonable one and fixes an employer's liability, making it possible to adjust accident claims on a business basis without lawyers, court costs, and delays." An electric traveling crane company says, "All defense removed by law if act rejected." A coal-mining company, 3,000 employees. "Couldn't afford not to. Act, though theoretically elective, practically is compulsory." A wholesale lumber and planing mill, 200 employees, replies, "Compulsion"; similar answers come from a lumber company, 150 employees; another with 300 employees; a wholesale hardware firm, 200 employees; a malleable castings company, 600 employees; a paper-manufacturing company, 200 employees; an iron-mining company, 275 employees; a maker of sash doors and interior finish, 200 employees; a jobbing foundry, 500 employees; an engine and thrasher company, 400 employees; a gas company, 1,200 employees; a Detroit lumber company, 450 employees. "To escape lawyers and litigation" was the reason given, in varied phraseology, by: A foundry and metal-manufacturing company, 175 employees; a lumber-manufacturing company, 425 employees; a building-material company, 20 employees; an iron-ore-mining company, 45 employees; a brewing and malt-liquor company, 36 employees; a company, "school and auditorium seating," 300 employees. The answer, "Because we believe it a good act for both employer and employee," is in one form or another given by many firms, large and small; for example, "We thought it was better to have compensation fixed and also to know

that the employee would get all his due." A railroad company, 5,000 employees, "Very satisfactory." An automobile-manufacturing company, 5,000 employees, "Because we considered the act as just and necessary." A pharmaceutical and candy manufacturing company, 1,000 employees, "Fair and just." Automobile-body manufacturers, 200 employees, "Believe it to be fair to all concerned." Other returns give a business reason for acceptance in a word or a brief phrase: "Policy," "To try it," "Worthy of trial," "To get definite liability." Approval of the act is expressed in yet other returns: A department store, 800 employees, "Thought it a good thing"; a knitting company with 550 employees, "Good act"; a firm manufacturing automobile parts and gray iron and having a brass foundry, 3,500 employees, "Considered it beneficial to employees"; a furnace company, 160 employees, "We think it a good act and saves litigation"; an air-rifle company, 100 employees, "A stated amount is fixed for specific injuries. Possibility of lawsuits avoided"; a company manufacturing optical goods, 140 employees, "It fixes the cost of accidents of all kinds to employees, does away with litigation, pleases employee and employer."

Reasons for rejecting the act.—In Michigan, employers have so generally accepted the act that we received little information as to rejections, although a furniture manufacturing company, with 150 employees, replied that he had rejected the act upon "advice received from our attorney"; a cigar manufacturer, with 500 employees, "Owing to methods and nature of our business, the risk is very slight"; a manufacturer of brushes, 12 employees, "We have not considered our work such as to require the investment"; a lumber company, 300 employees, "Prefer to see how it works out before accepting"; a general merchandise and logging company, 20 employees, wrote, "Too expensive; have decided to carry our own risk."

NEVADA.

Reasons for accepting the act.—In Nevada the acceptances of the act arise from "protection at less rate than any other insurance." But in each case of acceptance reported the number of employees is small; in no case are there more than 20.

Reasons for rejecting the act.—The rejections, on the other hand, come in part from firms or corporations employing wage earners by the hundreds. A railway company, with 413 employees, writes, "During the fiscal year ending June 30, 1913, we paid to employees on account of injuries and deaths, $2,718.50. If, during that period, we had been operating with the compensation act in force we would have paid into the State insurance fund $7,987.05. Our interests therefore are in settling such claims direct." A department store having 80 persons on the pay roll, regarded the State insurance as "too expensive." A firm engaged in "agriculture and live stock," with 75 employees, says, "We believe it cheaper to reject." Small employers—such as barbers, bankers, druggists, hotel keepers, cigar dealers—held these occupations as "not hazardous." One employer reports, "Law is crude and needs amending"; another, "We think the rate charged too high for risk involved, as the act covers injury only"; another, "Already too much red tape connected with the business."

NEW HAMPSHIRE.

Reasons for accepting the act.—From New Hampshire the returns do not indicate a widespread discussion of the law. Among the acceptances the principal desire expressed is encouragement of justice. A printing plant with 20 employees, "wanted to recognize progressive legislation." A firm manufacturing granite memorials, "To comply with what we consider a fair law." A dressing mill and shook factory proprietor, "I believe the act a good thing and the liability companies the worst kind of a monopoly."

Reasons for rejecting the act.—One employer, whose shoe manufactory has 1,100 employees, states as his reason for not accepting the law, "The objection that we find is in the section that gives the employee the privilege to elect after the accident whether he will accept compensation or pursue the common-law rights. The other sections of the law seem to be entirely fair and it would seem to us that in case both the employer and employee could agree to operate under the law, neither having the privilege of making a change after an accident, that it would be preferable to the common law." A cotton-goods mill company reports, "Partly inaction and partly because it is a one-sided contract." A company manufacturing woolens, "Principally that we considered the law was not what it should be, and until a new law was made we should be governed by the provisions of our insurance policies." A paper manufacturing company, "Because of legal advice—advise from liability insurance people, and our reading and understanding of the law as placed upon the statute. We believe in compensation for sickness and unavoidable accidents; we do not believe an employer should be responsible for accidents due to drink or carelessness or sickness caused by these things. We consider the law a very one-sided arrangement." A company manufacturing cutlery and hardware specialties, "We believe a more reasonable and just settlement can be made under the common law." A company manufacturing worsted yarns and tops, "There is no advantage in our paying any very great amount for accident insurance, especially since we would have to pay a high rate to average up with those industries where the accidents are much more frequent and serious." Granite works, "The employee does not accept nor does he have to. By accepting the law, liability insurance rates are increased and we can not see where the advantage is to the employer." A wood manufacturing firm, "We have an employers' liability insurance and know just what we have to pay for each year."

NEW JERSEY.

In New Jersey, where, under the statute, the employer comes under the compensation provisions of the act unless he serves notice that he rejects the same, the majority of employers neglected to state their reason for accepting the act, while a great many others gave as their reason the compulsory nature of the act; other employers stated that they did so for the purpose of avoiding litigation and having amount of their liability definitely known.

On the other hand, the answers of some of the employers showed that their acceptance was based upon the ground that they believed

the compensation act to be fair to both employer and employee. As one employer, with a pay roll of $300,000 per annum, stated, "We believe that the principle of workmen's compensation is sound and that the plan is equitable and just. The elimination of the fellow-servant risk alone was a needed and necessary reform."

One large employer, with a pay roll of $3,000,000 annually, has rejected the act for the reason that he prefers to carry on his own scheme of compensation, while a small employer employing three persons rejected the act for the reason that he thought it ought not to apply to small employers.

Reasons for accepting the act.—Commendation of the act is expressed by large firms, as follows: Manufacturers of cotton specialties, 950 employees, "We though it fair to both employer and employee." Iron works, machinists, and founders, 1,000 employees, "Because we believe in it." Pottery manufacturers, 500 employees, "It is our desire to comply with and even go further than the State law in order to help our employees." A company manufacturing electrical apparatus, 460 employees, "We believe compensation act to be fair for both employee and employer." A brewing corporation, 360 employees, "We believe that the principle of workmen's compensation is sound and that the plan is equitable and just. The elimination of the fellow-servant risk alone was a needed and necessary reform." Iron foundry, 140 employees, "Believe it is fair and equitable and practicable." Manufacturers of coal-tar products, 198 employees, "Seems fair to us." Some employers regarded the act as compulsory in their case: A ladies' wear manufacturer, 150 employees, says, "Accepted, because we have to." Glass manufacturing company, 1,100 employees, "Because it is the law of the State." Brick manufacturer, 50 employees, "All defenses taken away by the new law." Other returns give business reasons only: "We have not rejected it, which automatically means acceptance," a firm of contractors and dealers in coal and building materials, 50 employees. 'To avoid litigation," cotton work, etc., 150 employees. "We had, hoped it would do away with law suits," fine chemicals, 275 employees. "To limit liability," electric contractors, 20 employees.

Reasons for rejecting the act.—In the few reports of rejecting the act in New Jersey, no reasons for the step are given.

OHIO.

Reasons for accepting the act.—The Ohio act becoming compulsory January 1, 1914, this fact is given as the main reason for already coming under the law in the case of about 10 per cent of the employers reporting. Of those who accepted the act at an early date after its passage, many say their desire was to be just, to promote peace with their employees, and to have claims against them settled promptly. In other cases economy is mentioned as the leading reason, fortified, however, by other motives. The short time during which the Ohio law has been in operation is frequently brought to the investigators' attention. The following replies are typical as showing the attitude of employers toward the act while it was yet optional: A manufacturing company, 60 employees, "We wished to give our men the protection." Company drilling deep wells for oil and gas, 60 employees, "We think it is a needed reform, a step toward a better understanding between

employer and employee." Company manufacturing face brick, 100 employees, "Cheaper than employers' liability insurance and more just to employees." Coal company, retailers of coal and builders' supplies except lumber, 9 employees, "Accepted because we feel that it relieves us of danger of suit in case of accident, which is likely to put a small firm to the bad. It gives the employees an arbitrator to see that they receive just compensation." Manufacturers of soap and laundry supplies, "We favor that part of the act that protects the employee by paying a specified amount, without court costs and attorney fees." Company manufacturing dashes and fenders for vehicles, 100 employees, "We believe it to be a just law both for the employer and employee." Bedding company, manufacturers of mattresses, 46 employees, "First, from a humanitarian standpoint; second, because the indemnity insurance put this company in the position of antagonism to the just claims of its employees for injuries sustained, whereas under the State act we can work hand in hand with our injured employee to see that he gets a just compensation, while at the same time self-interest makes us see that no unjust awards are paid." Furniture company, manufacturers, 60 employees, "Looked very good and is good." Company mining coal and manufacturing coke, 200 employees, "Thought it best for employees, also our company." Canners of fruits and vegetables, 100 to 600 employees, "Justice to employees and protection to employer." Coal-mining company, 150 employees, "State rate is only 18 cents per $100 higher than liability insurance, and employees receive benefit in case of accident or death without legal proceedings; also State law is compulsory after December 31, 1913." Private hospital for the sick, 100 employees, "Believe it to be a good thing." Motor company, gasoline motors for automobiles and trucks, 60 employees, "We believed it to be fair both to employees and employers." Rolling-mill company, rolling iron and steel bars, 600 employees, "Principally on account of the compensation feature, as we considered that one of the new conditions which must be met by all employers. Also on account of the complete protection as compared with the limited protection of the ordinary insurance policy." Roofing and asbestos materials, 400 employees, "We believed the workman would get what he was entitled to without the expensive legal cost and that he would be better satisfied by the State's decision." Clay-products company, manufacturing paving block and building block, 43 employees, "More economical, and the employees will receive the benefit instead of insurance companies' lawyers." Printing works company, 70 employees, "We thought it would be an improvement over the regular liability companies, and it has proven so." Shoe-machinery concern, 20 employees, "Accepted because under the Ohio law we felt that all moneys paid in went toward paying the injured employee instead of lawyers or investors in insurance companies." Art works, 500 employees, "We regard it the best protection for the least cost we ever had. It is a good thing for the employee and the employer." Shoe company, 1,750 employees, "We believe our law equitable to both employer and employed."

Reasons for rejecting the act.—Refusal to accept the act in Ohio has usually been based on the high rates to be borne, especially by large employers in occupations not deemed by them hazardous. While

the law soon becomes compulsory, the following replies are given as testimony bearing on the general discussion of the question: Hydraulic machinery, gas, and gasoline engines company, 125 employees: "We are entirely satisfied with our present arrangement for liability insurance, and it is such that we need not be concerned with it, as regards settlement with injured; too expensive and caused men to lay off for two or three weeks when they were not hurt very much; mash a toe or finger and get two-thirds pay from State while disabled. Lots of them would never have quit work if the State did not pay them. I think the settlements were satisfactory to the men, as they could get along very well on two-thirds pay. We found it encouraged men to get hurt and they were not hurt nearly as badly as they let on to be." Company manufacturing soap, candles, glycerine, etc., 90 employees: "Were carrying liability insurance; did not change as State premium rate was higher." Manufacturers of stoves and ranges, 650 employees: "We shall have until the end of the year to decide." Company manufacturing vehicles as assembled, 50 employees: "Rate is too high, making total cost entirely too much." Tool company, manufacture of oil, gas, and artesian well tools, machinery and supplies for same, 95 employees: "Rates so much higher than regular insurance companies are charging." Company manufacturing sectional bookcases, filing cabinets, etc., 1,400 employees: "Rate too high; have decided to take chances of noncompliance." Steel company, rolling steel plates and sheets, 200 employees: "Rate too high; also entails a great amount of detailed clerical work usually taken care of by insurance company." A company with 450 employees: "Payments by our company and predecessors in 30 years on account of accidents have not aggregated $5,000. Under present law premium would have aggregated $60,000."

RHODE ISLAND.

Reasons for accepting the act.—In Rhode Island the reason given usually is that the "provisions of the act made it practically compulsory." In one case, "Insurance company told us to accept it." Economy and freeing the employer from uncertainties in outlay were shown in such replies as: "To avoid risk and litigation"; "Could get a better insurance rate by accepting than by rejecting it"; "It furnished legal means to stop disputes and suits and settle cases of accidents"; "Elimination of the 'shyster lawyer' and a large liability judgment having to be paid in a lump sum, which might seriously cripple a small concern." Another set of reasons runs: "Believe that under the law the employee will receive more and the employer pay less than in the past," manufacturer of machine tools, 100 employees; "Better than common law liability for us and for help"; "Our own protection and benefit of our employees," founders and machinists, 250 employees; "Thought it advantageous and saving trouble and litigation," department store, 820 employees. One reply is: "For its definiteness; money paid goes to the injured party; not shared by others," cotton manufactory, 625 employees.

Reasons for rejecting the act.—The act was not accepted by some employers simply through their negligence, according to their reports. One, mentioning the amount that accidents have cost him this year

declares his intention to come in under the act. A small employer writes: "Never considered the act; working right in with help and looking for safety of all as far as possible; only one slight accident in five years." No deep discussion of its terms comes from any of those who have rejected the Rhode Island law. One man says: "Altogether too one-sided; an employee can scratch his skin and get damages."

WISCONSIN.

Reasons for accepting the act.—Of the Wisconsin employers reporting that they have accepted the act, the largest proportion assign as their reason for doing so "the taking away of all our defenses," or "Forced to accept compensation by latest revision of the act," or "Had to come under the law by September 1, 1913, or elect to stay out," or in other words expressing the one idea that "it would be safer under the law than to be outside." However, other reasons given signify faith in the law, a desire to give it a fair trial, or a hope that under its operation there might, and probably would, be a decrease of friction with employees, of costs through engaging counsel, and of the annoyances through protracted litigation and postponed settlements. A considerable number of the replies speak of humanitarian motives as actuating acceptance. A company having 200 employees writes: "Believe in it strongly as fairer to the men." Another company, with 310 employees, writes, "We want the men to get what is due them instead of insurance companies and lawyers." An employer with 30 persons on his pay roll says, "Because we believe that the employee should receive compensation for injury according to a fixed schedule, regardless of fault." A company manufacturing automobile frames and parts, 700 employees in summer and 1,300 in winter, says, "We felt it ought to be fairer to the workmen than the common law." A concern with 50 to 75 employees reports, "To avoid spending money for litigation that should belong to the insured." A box manufacturing company with 20 employees writes, "Our reason for accepting State compensation is that it will benefit the employee as well as the employer, inasmuch as it will eliminate lawyers' fees on both sides and injured employee will receive full amount of compensation awarded him by commission." A manufacturer of box shooks, crating and wire reels, 75 employees, "Wanted the State to protect us and in our opinion the liability was less." A company manufacturing tires and rubber goods, 1,000 to 1,300 employees, "Practically compulsory." Other replies run: "Does away with lawsuits;" "Best for all concerned;" "The best way out of difficulties caused by unjust claims;" "Just and certain compensation, quick relief, and no lawyers' bills." One reply was, "To try it;" another, "Cheaper in our opinion;" a third, "We believe in it."

Reasons for rejecting the act.—The majority rejecting the act say there is little or no probability of accidents in their respective occupations. So report a cigar manufacturer, a firm of practicing attorneys, a maker of sheet-metal work and hardware, a real estate dealer, a firm carrying on a general store, a retail druggist, and several dry goods houses. The other principal cause of rejection is the high cost. A firm making canoes, rowboats, etc., says under this heading, "The insurance rate for us would be $2.45. All our employees, except two

men, do light hand work where there is very little danger of getting hurt. In all our experience, covering a period of over 26 years, we have not known of anyone getting hurt beyond a mere scratch in this department. But we would be required to carry insurance on our entire pay roll." A company manufacturing turned wooden-ware and tight cooperage writes, "Our reasons for rejecting it are many. First we are not in sympathy with the law because it takes away the right of jury trial entirely, which is guaranteed to us under the Constitution. It takes away our defense, whether we accept or reject the law. It places our business under the jurisdiction and dominion of a political commission, who have the right if we go under the law to make an examination of our business at any time. It is paternal and socialistic. Since the introduction of the law it has increased the number of accidents in our factory by over 100 per cent. If a man can cut a finger and lay off for two or three weeks, draw his wages, have a doctor's and hospital bill paid, with all medicine, he would rather do it than work. As far as we are concerned, the compensation act of Wisconsin has damaged our business more than we can estimate."

NO. 7. SUGGESTIONS BY EMPLOYERS FOR AMENDMENT OF LAWS.

"Do you suggest any changes in your compensation law?" This question brought more replies than any other in the list sent by the commission to employers in the States having compensation acts. The answers from each State fell naturally into classification, each bearing on some provision or lack of provision in the particular law. In making up the following chapter, replies typical of those from every one of the classes have been selected, repetition being avoided to the extent possible. Every distinct suggestion, it is believed, has a place here. While the impressions of the small employers have been given considerable attention in this symposium, it is to be kept in mind that the large employers usually have a proportionately greater experience in dealing with payment for accidents, and therefore their views of the laws are perhaps less liable to be influenced by unlikely probabilities. The wide range of suggestions in certain of the States is evidence not only of the lively interest in the problem of compensation, but more especially of the stage of education with regard to the subject attained by employers in general.

From the point of view of criticism of the law as it stands in each State investigated, the suggestions afford a summary of the attitude of the employers of the State toward the whole question of compensation. On the whole, the expressions of the authors of the replies constitute a verdict favorable to the policy, yet new, as it is, to the United States. The information here given the public is trustworthy. It is first hand. It is not drawn from the domain of conjecture. It stands for dollars and cents expended and to be expended. It is given in earnest; not one of the responses here recorded but was set down on reflection and with the purpose of imparting fact to the minds of other men engaged in the same complex social task which, in its financial phase, is at once personal and public. If a few of the opinions permit the inference of hasty formation or exaggerated expression, the writers can not complain of being ignored in the investigations and readers are given the opportunity of weighing the propositions coming from all sides and from every set of proponents. It being the aim of the commission to embody in its report if not all, at least all the salient points, of view brought forth in this nation-wide discussion, the suggestions have been adjudged worth while the space accorded them in these pages.

CALIFORNIA.

The California reports divide themselves, with regard to suggestions for changes, into three classes. The majority omit replying; half the others plead inexperience with the law or refer to its brief existence as good reason for not suggesting amendments. The remainder give a variety of opinions as to improvement, the following being examples: Acetylene, oxygen welding, cutting and equipment company, 12 employees: "It is our belief, based on experience, that rates are not

always fair. Improvements in equipment and incidental safety made possible thereby should be taken into consideration. This applies particularly to newer lines of industry." Manufacturers of electric heating appliances, 450 employees: "Law coming into force January 1, 1914, carries provision for State insurance. We are not sure that this is wise, as we think insurance and politics not liable to make good mixture. We believe in compensation." Construction company, 250 employees: "We think the law should be so that all employers must accept the State act and that the State should insure." Interurban railway company, operating standard-gauge railroad, 30 employees: "Settlement on basis of provisions should be made compulsory on part of employer and employee alike, to eliminate employee bringing suits." Realty company, 12 employees: "Frequent warnings to property owners and employers through the newspapers that it is their duty to themselves, to employees, and the public to provide every safeguard against accident. If accidents occur for reason of sidewalk, elevator, or trapdoors remaining open, a State law should regulate the use of same." Wholesale grocery, 6 employees: "Repeal. Injurious to business." Planing mill company, 15 employees: "If the State undertakes to insure employees, it should make an absolute guarantee with a fair tax to owners." Mining company, 450 employees: "The act has been satisfactory to us under present administration. Our criticism is that an almost unlimited power is invested in a few men appointed by the governor." Drugs, 3 employees: "State insurance and law applying to all employers." Department store, 500 employees: "The only possible flaw in the compensation act of California is the unlimited liability for medical attendance. While liability for injury itself is limited to three years' earnings, and in no event to exceed $5,000, liability for medical attendance is not defined, which may cause difficulty. Physicians knowingly may take advantage of this and render excessive bills. The act takes effect on January 1, 1914, and the difficulties are not suppositions, though not unlikely to be borne out by practice."

ILLINOIS.

The majority of the reports from Illinois contain no suggestions for changes in the compensation law of the State. This may be interpreted either as satisfaction with the act or (the reason given in several cases) as reluctance to seek amendment before the new system has had a fair trial. Following are replies to this question, given as indicative of the variety of views held on the law: Manufacturers of special machinery, 100 employees, "We suggest that a law be passed same as in England, compelling physicians to give their services for personal-injury cases at a rate fixed by the State." Manufacturers of small electric motors, 60 employees, "In our opinion the law gives too much protection to the careless, shiftless employee and enables him to take advantage of the employer." Manufacturers of parlor frames, 125 employees, "In case arbitration is necessary, injured person should be taken care of in the interim." A company manufacturing hardware and woodenware specialties, 50 employees, "Make it compulsory and have it taken over by State." Fabricators and erectors of structural steel and bridges, 175 employees, "Should be made compulsory on both employees and employers and cover

every kind of labor. The compensation should be so plain that there could be no question regarding amount. Laws should be uniform in all States." A carriage-body company, 140 employees, "Would suggest that employer be relieved from payment when it is shown that employee suffered injury or accident wholly through his or her own carelessness." A company manufacturing farm machinery, 275 employees, "Employees should be made to pay a proportion of their wages for this protection. Permanent disability clause too much in favor of injured. Too much in favor of employee all the way through." A steel foundry, 2,500 employees, "Late amendments to Illinois laws made schedule of settlements in various permanent, injury cases, which was a good improvement, for obvious reasons." A lumber company, 160 employees, "Our observation, based on one case in our own experience, is that there should be some way of enforcing a settlement, either with or without a board of arbitration, so that an award would be final and not left to the option of either party." A company manufacturing pumps, 125 to 150 employees, "The only suggestion we have to make is that all manufacturers should be obliged by the Government to join into a cooperative society according to the various hazards. We, for example, have paid to insurance companies during the past two years over $2,000, and our employees during the past two years have received but $70 of that amount." Manufacturers of barrels, 60 to 100 employees, "Think rate much too high." A job-printing company, 125 employees, "Compensation law should have universal application. Excepting the farmer from its provision makes the law class legislation and unconstitutional, in our opinion." Furniture works, 90 employees, "The employee should be held responsible for negligence." A piano company, manufacturers, 200 employees, "If employer provides safeguards and employee rejects them, he should be deprived of all benefits in case of accident, because most employees refuse to work on machines without removing guards." A light and power company, "Where an employer insures his pay roll in an insurance company acceptable to the insurance department of the State, he should be released from further responsibility regarding accidents. Minnesota law just going into effect includes this release." A coal-mining company, 1,100 employees, "Believe law should be compulsory and think State, employer, and employee should contribute." Implement manufacturers, 2,000 employees, "Some of the most necessary changes were made in the new law when it became operative, July 1, 1913. Compensation should be made as definite as possible for the various permanent injuries to avoid disagreements. Where such do occur, arbitration method should be simple and rapid, to avoid necessity for attorneys. Cash settlement for the lesser permanent injuries (loss of eye or one or two fingers) is best, as in most cases the employee returns to work at same wages and profits more by having the lump sum. There are exceptions, however." A company manufacturing lithographed tin boxes and cans and metal specialties, 100 employees, "The Illinois law should be made more specific." Wire and iron works, 115 employees, "Think a State should provide the insurance in an efficient way or make some arrangement to avoid the profit and expense of insurance companies in writing the business and taking care of it, so as to secure a square deal for employee at least possible cost to employer." Sheet-metal

works, 25 employees, "We believe the employees, the employer, and the State should join in fund under State administration. This would insure. The present method lacks permanency and certainty. Germany has the correct idea. As we understand it, the idea behind compensation laws is threefold: First, to relieve the State of the care of the dependent population which results from industrial accidents; second, to relieve those who are injured and their dependents, as far as possible, in a financial way from the results of these accidents; third, to load upon the employing class a definite known charge, instead of an indefinite possible charge as it has been in the past. Purely as a matter of justice, any person or any class of persons who are benefited should contribute." Machine shop, 120 employees, "Consider same unconstitutional, as it takes away from the employer all right of defense allowed originally by Constitution of United States."

KANSAS.

A feature of the reports from Kansas is the number of suggestions to change the period of beginning compensation from two weeks to one. For example: Soda-ash manufacturers, 150 employees: "No provision for loss of time or medical service for accidents resulting in less than two weeks' incapacity is a hardship on the workman. Half time and half the physician's bill would be a reasonable competence during such incapacity. In some cases, due to circumstances, we have allowed full doctor's bill." Other suggestions and comments under this heading are as follows: General job printing, 8 employees: "Our law is wrong in principle, as it assesses damages against the employer in favor of the employee; in instances where the employer has not wronged the employee, 'compensation' is a misnomer." General contractor, 50 employees: "The law is all right for concerns of large capital who can afford to pay the loss, while a man of smaller means might be seriously crippled, and his only safety is to carry insurance at an expensive premium." Brick and tile company, 300 employees: "Rate of loss to the employee has been the first two weeks immediately following his accident, including, of course, his first-aid and hospital fees. For this reason we are recommending the early adoption of a compensation act that will compel reasonable compensation for the time lost by the employee and give full surgical aid and hospital fees. In other words, insure the employee for the two weeks not now covered by the compensation act, and give to him in addition his doctor fees and hospital fees, which are the dread of his life." Meat packing, ice making, and cold storage, 60 employees: "We think compensation should be contributed to by State, employer, and employee, and the fund administered by representative from each of the three, to be just and equitable and to save unnecessary waste, so the injured would obtain as near 100 per cent as possible." Desiccating eggs and freezing eggs, 30 employees: "Should be national. Reason: Employers in States without compensation laws have advantage in competing for interstate business." Buff brick and manufacturing company, 175 employees: "Should apply to farmers." Oil-refining company, 45 employees: "Since the compensation law removes most of the defenses heretofore available in case of accident, on the theory that the employee's family should not suffer in case of

accident, and as corporations are made liable whether negligent or not, it would appear that the whole matter rests upon the theory that it is protection to society in general, and in that case society in general should be made to bear the burden except where the corporation is shown to be clearly negligent and at fault. There is a possibility that a corporation might be made bankrupt by an accident for which it was not responsible and which could not by any foresight be prevented, and which occurred through neglect of rules and use of safety devices by an employee after all possible precautions had been taken to prevent the trouble. This points to State insurance as a solution of the problem—an assuming by society as a whole of the burdens of the individual where the burdens are unavoidable." Coal-mining company, 100 employees: "As Kansas State law now is, the company can elect to come under its provisions; also laborers. We believe that if company comes under law, the employees of such company should be made to come under also. We also believe that a State board of adjustment, whose ruling on damage cases or accidents would be final, with fixed compensation based on earnings and time of disability as a basis to make adjustments, would be the proper way to handle same. We would also suggest a law governing contingent fees for lawyers, whereby only a reasonable charge could be made by a lawyer, and all settlements to be made through court, who would be responsible to lawyer for his fee. In line with this we might add that the worst evil we have to contend with is the unscrupulous lawyer, who not only preys on the employer but extracts an exorbitant fee from the injured, thereby robbing the injured and misdirecting the intent of the laws of compensation."

MASSACHUSETTS.

Massachusetts reports, while in general indicating a sentiment in favor of the act as it is, in some cases protest against payments in case of the employee's negligence. Many of the reports also assert that the rates are too high. A classification of industries is suggested. A company manufacturing wholesale and retail men's clothing, 630 employees, "The needle trades do not offer much hazard to workers, and, in view of the risk, our premiums are much too high. Each trade should be classified, with a rate of its own." The subjoined suggestions include the various views expressed: A mill company, 525 employees, "The only change suggested in the compensation act would be that in cases of death the dependents of the deceased workmen be allowed to arrange with the insurance companies for a lump sum settlement, rather than be forced to wait for at least six months, receiving compensation on the weekly wage schedule during this time." A cotton cloth manufacturing company, 1,475 employees. "There should be in the law more specialization as to the nature of injuries and compensation therefor. Instances: A hand receives serious injury to head and receives no compensation for injury only for the time out. A hand loses entire thumb and receives less compensation than for loss of ends of two fingers. Individuals, firms, or corporations should be allowed to insure themselves, accepting, however, the provisions of the compensation act, thereby receiving the protection of the act against suits under the common law." A sewing-machine company, 700 employees, "We feel as though re-

sponsible employers should be allowed to carry their own risk and settle with their employees on the basis of the rates established by the compensation act. In 1912 we paid at full-pay rates only $734.53 for injuries, and doctors' bills were $56 more. This is of course small, but larger than in many preceding years. We are, however, contemplating taking out insurance to protect against the possibility of some serious accident." A firm of attorneys, "The writer believes in the theory of the compensation law, but regards the rate of compensation paid to the injured workman as too small in many instances under the Massachusetts act." A foundry company, 75 employees, "The cost of insurance is so great to the employer that the recompense to the employee in most cases looks decidedly small. It would seem as though a better adjustment might be made." A shoe-manufacturing company, 300 employees, "Think the time for compensation should begin after the first week, and not the second, as this is a hardship on many employees." A laundry, 35 employees, "Full compensation from time of accident, if not caused by disobedience." A company manufacturing linen threads and twines, 500 employees, "So far as our experience goes, the present law is satisfactory." Shoe manufacturers, 5,000 employees, "We feel that in case of minor injuries, the present compensation act works a hardship on the injured employee. No doubt that in cases of more serious injury it is beneficial. It also costs a shoe manufacturer nearly three times as much as the previous insurance cost. As there are few people seriously injured in the shoe industry, we feel that it is a great hardship on the manufacturer to have to pay this increased amount of insurance." Manufacturers of paper goods, 2,000 employees, "Cut out stock insurance companies. Principle will be preserved only through mutuals and the best ideals of prevention finally developed only through them." Importers, publishers, and dealers in pictures and manufacturers of picture and mirror frames, 50 employees, "Have the employee bear part of the expense, as in Germany." A grocery firm, 13 employees, "Protect both sides. The inability of the small employer to give compensation in case of accident, and being obliged to do so, means the wreckage of his entire business." An iron foundry, 115 employees, "Let the man pay for his own injuries. Business is already taxed too much." A printing company, 125 employees, "I think the law fails when it doesn't give compensation from the time the person is injured. In our State the injured does not receive any compensation until the fifteenth day, although I believe there was an amendment to the act last year which reduces it to ten days. Of course there are good arguments which can be made on either side, but it doesn't seem to me fair that we should enact a bill to guard against imposition and fraud to the detriment of the honest workman." A shoe-machinery company, 4,000 employees, "An opportunity for self-insurance under proper restrictions and supervision. Each concern would then pay not only according to the risk of the business but also according to the risk of its method of conducting that business. In other words, a factory doing efficient safeguarding of machinery would obtain corresponding benefit." A soda fountain company, 193 employees, "The Massachusetts law unquestionably can be improved upon and we understand that several proposed changes are in contemplation, but personally we have no recommendations."

MICHIGAN.

Of the Michigan replies fully a third offer no suggestions, while another third speak well of the act or say that it is too early for amendments or that they have as yet had no claims to pay, or in other manner they signify reluctance in offering suggestions. Of those commenting on the law, several favor a more prompt notification of the claims than the act requires; others protest against paying in cases of intoxication; others regard the rates as high. The following reports reflect the opinions of Michigan employers from various points of view: A lumber manufacturing firm, 425 employees: "An employee gets a slight injury, goes back to work, then quits, goes to some other town, falls sick or gets some physician to back him up, and then claims compensation for original injury. Would suggest that if workman left his employer after injury without written permission, he should waive that claim." A manufacturer of underwear and hosiery, 60 employees: "It has not been in operation long enough to judge, as we have had no practical experience with accidents, but if practical I would cancel employer's liability in cases where men became intoxicated and were unfit to carry out their obligations in rendering service for wages received, and because of their condition were injured. If the employee could be made to coinsure, as the employer is compelled to do with fire insurance, it might prevent some accidents which have been brought to my notice where the employer was forced to pay for the death of an employee when the expenses could have more justly been charged up against the man who sold the liquor or the man who drank it." A paper company, 150 employees: "Cut out all compensation where employee is not attending to his duties as ordered." A manufacturer of store, bank, bar, and office fixtures, 35 employees: "Should be glad to welcome any changes that would reduce our annual premium from the amount it now is." An iron and aluminum foundry, 140 employees: "Too much authority given the commission; no redress given employer. We should be given opportunity to go to court in case of prejudiced decision, which will happen as well as it has with courts, and one decision should not be final, in our opinion." A manufacturing foundry and machine shop, 95 employees: "Physical condition and age of employee should be taken into consideration. Those so old as to be practically pensioners should be taken care of to a less extent, or some other way." A hardware merchant, 80 employees: "We do not like the obligation to report every trivial accident. Much rather follow old practice of taking care of the wounded in our own way." A commercial photography, engraving, and printing company, 100 employees: "Part of the insurance should be carried by general tax—approximately one-half. When accidents happen for which the management is in no way responsible and could not have overcome, it is an injustice for it to carry all the burden." A manufacturer of wood pulleys and washboards, 300 employees: "Think present law should have a longer test. Its worst features seem to be the tendency to disbar from needed employment the old and physically weak, pensioners, etc., whom the employer would continue through charity if the burden were not so great." Brass works, manufacturers of plumbing goods, 400 employees: "The method of appointing board of compensation should be fixed to give the employer fair show. Present

board is all for employee, and we have been obliged to threaten to withdraw from law in order to get settlement in recent case." A manufacturer of woodenware, 15 employees: "As it stands, the manufacturer has no redress at all; he is obliged to carry heavy stock insurance or run the risk of standing heavy damages. We would suggest that the employee stand his own expenses unless the accident was caused by the gross neglect of the employer." A lumber company, building material, and interior finishing, 20 employees: "Compensation should cover all regular employees, regardless of occupation. Farm laborers and domestics should be included, we believe." A city gas company, 1,200 employees: "(1) Compensation should not be extended where personal negligence can be shown by employer. The present law and its enforcement tends to carelessness on the part of employee. The employee should be compelled to assist in bettering industrial conditions. (2) If above change were made, then I would be in favor of starting compensation after first week of time lost instead of at the end of second week." A coal operating association (consisting of seven independent companies), 3,000 employees: "Any change that will tend to lessen opportunity for petty legalized graft will be welcomed. Otherwise act is very fair to all." Carpenter contractor, 22 employees: "Make the employees pay a part of the cost of insurance; then they would be responsible with the employer and thus add to their care against accidents." A metal-stamping company, 62 employees: "It seems to us that the employee's time should be at the disposal of the employer while compensation is being paid. It frequently happens in our business that a man's hands are injured and prevent him from handling work at a punch press, but leaving him in perfectly good shape for employment as a messenger or doing other work about our plant that does not require the use of the injured member. The present tendency is to stay at home and loaf and to make a fellow slow in getting back to his job." Manufacturers of heavy chemicals, 1,500 employees, "Workmen to be compelled to report accidents at time of same. We have had workmen apply for compensation two months after accident—when accident was a minor one—and in one case claim was fraudulent. Employer should have full authority in selection of the physician." A company manufacturing automobile steel rims, 50 employees, "We understand that employers in this State are held liable for accidents or injury to employees after business hours, even though employees are through work for the day and are hanging around employer's property, same also at noon hour. Consider this a bad loophole for 'outside play.'" Flour-mill company, 10 employees, "Repeal of the public liability part of the act or law. Think it unjust to make employers liable for accidents, on their premises, to persons not in their employ." A fuel and gas company, 125 employees, "Make farmers liable for farm employees as well." Manufacturers of woodenware and lumber, 450 employees, "We have a very good law. There is a little too much red tape—too much clerical work. Trivial accidents should not be reported. Should not be necessary to make payment weekly. A business concern would cut the clerical work in half and then some. It is a burden on the State and also the employer and no one is benefited. Twice as many reports required as are actually needed—burdensome, useless. The law should be made to apply to every employer of labor, the farmer with his deadly corn

shredder, as well as the manufacturer with his protected machinery. No injured person should become a burden on society. Ot erwise we think we have a fine law, and even as it is we prefer it to the old condition where we had to deal with the ambulance chasers. It is also bringing about better feeling between employee and employer." Sleeping garment mills, 80 employees, "Make absolutely clear those conditions under which a workman can not recover or can not recover fully; in other words, define clearly any responsibility the workman is to have." Salt and lumber company, 485 employees, "Regulate charges of physicians and do away with excessive charging." Wholesale hardware, 200 employees, "We might suggest that the employer have some recourse in court. Our interpretation of the law is that if one of our employees be injured we have no defense as the law now stands." Hardware supply company, 43 employees, "Not now, except that farmers should be compelled to come under the provision of the law just the same as manufacturers." Manufacturers of light cars, 1,000 employees, "In our State think the time for filing claims (three months) is too long, as it leaves matters open to fraud; witnesses may be scattered and recollections of details confused." Copper-mining company, 200 employers, "Injured employee's compensation should be subject to garnishment for board and support." Packers of canned fruits and vegetables, 300 employees, "Minimum without compensation to injured employee should be reduced from two weeks to one week. We pay all injured employees for all time lost, and we should be reimbursed by our insurance company." Company manufacturing brass furniture trimmings, 200 employees, "Have all laws of labor national, so as to give all equal chances and not burden one State to the benefit of others. This should certainly include hours of labor; we are working 9 hours and all other manufacturers of similar goods are working 10." Brush company, 125 employees, "Traveling salesmen and agents should be excepted from the law; too complex; they visit too many States, and questions are liable to arise whether covered by insurance or not. Some carry side lines for different people. Can't determine whether they are actually in your employ 24 hours a day or not. Have other insurance usually and law not necessary for their protection." Cooperage and lumber company, 500 to 600 employees, "Law should be amended to exclude from its benefits or compensation men injured who are found to have been drinking or drunk to any extent, which employer or representative in charge of such employee could not ascertain or be aware of at time of injury." Motor company, 250 employees, "Think we should have more defense in case of willfull removing of guards by workmen and doing things against rules and warnings." Lumber company, 250 employees, "Law is all right now." Paper company, 1,100 employees, "Think compensation should be paid by State rather than by individual employers."

NEVADA.

From Nevada came very few suggestions as to changes in the law. Drug company, 3 employees, "We believe the law should not include such vocations as drug clerks, grocery clerks, dry goods and general merchandise clerks, as we have never known a clerk to be injured while on duty in these vocations, but many were hurt joy riding and various

ways while off duty. We believe 98 per cent of the owners of stores can spend an average lifetime and not have an accident with any help employed. Where the probabilities are so remote it works an unnecessary hardship on store owners to make pay-roll reports and monthly remittances for the very small amounts." Department store, 80 employees, "Lower rate. Been in business 12 years without any loss, so rate seems excessive. We do carry auto insurance—both for driver and accidents. This State rate would cost us about $325 a year." Mining company, 5 employees, "Nothing said about physician's fees, and compensation allowed will not pay his fee in any instance." Clothing store, 8 employees, "It is a good proposition for employer and employee in any business or occupation where there is a risk."

NEW HAMPSHIRE.

From New Hampshire, the only emphatic suggestion is from a dressing mill and shook factory, 15 employees, "Make the law compulsory and force the insurance companies out of business."

NEW JERSEY.

Among the suggestions contained in the reports from New Jersey are the following: A brewery, 75 employees, "Insurance companies should be compelled to pay full damages instead of only part." Another brewing company, 150 employees, "Our Jersey law does not require immediate report of accident by employee to employer, which should be changed so that our employee must report an accident before leaving his work for the day to his superior or any other superior. This would then prevent the repetition of the incident by superior having knowledge of faulty machinery which caused accident. It would also eliminate the employer paying for accidents not occurring during hours of employment or in discharge of duties." A peach-basket and veneer manufacturer, 3 employees, "It should be adjusted according to the business a person does." A chemical company, tar products, 25 employees, "In the case of companies which are not public-utilities companies, we think the law should be less stringent in regard to accidents to nonemployees while they are on the company's property." A glass manufacturing company, 1,100 employees, "If a man is injured, we should repair the damage, if in our power, the same as if he were a machine that accidentally got broken or disabled while in our employ." An architect and builder, 50 employees, "Because of danger of falling, I am forced to hire only young men. This is a hardship on the older ones, which should not be. Household servants should not come under the law. An employee's carelessness should cut some figure in compensation." A firm manufacturing shoes, 50 employees, "Judges working for the politicians. Employer always unjustly imposed upon. Make all cases be tried before a jury. Have judges give the manufacturers a chance and not cater to labor unions." Quarrymen, roadbuilders, and dealers in coal and building material, 200 employees, "If we understand the latest amendments, allow the defense of negligence on the part of the employer. We think the law to be a fair one." Manufacturers of monumental work, 30 employees, "We favor compulsory insurance by all employees—same as laws of Germany."

OHIO.

As the Ohio law is to become compulsory on January 1, 1914, the replies to the commission's questionnaires contained comparatively few suggestions for changes. The following, however, refer to points bearing on the general principles and the administration of compensation laws:

Gas and powder company, 45 employees, "Federal governing in all States, making our manufacturers in one State on an equal footing with those in another State, if they must go into competition." Shoe machinery company, 20 employees, "Would suggest that the inspector of factories and the department of industrial insurance cooperate, and that the factory inspection department report any carelessness or neglect found in factories, relating to accident risks, to the insurance department. Think every factory ought to be inspected for the State either by the State factory inspector or the insurance department at least once annually for the purpose of accident prevention." House painter, 6 employees, "I would make it compulsory on everybody. All who employ five or more must insure under this act; those employing less than five, may. Many small concerns such as painters, plasterers, plumbers, tinners, electricians, etc., regularly employ less than five workmen. The employer of these concerns, who has a home or is 'worth something,' must take out accident insurance in order to protect himself, thereby adding from 1¼ to 2 per cent to his overhead expenses; but the man who has nothing that you can levy on in case one of his employees meets with an accident does not insure. This is not just to the employee nor fair to the competitor who does insure. If everybody insured under a compulsory law the rate would be reduced to a minimum and not be a burden on anyone." Foundry company, oil stoves, 1,200 employees, "We can not see the justice of requiring from employers the payment to the State fund of 10 per cent of the assessed premium when such employers desire and are financially able to carry their own risk, and we have still to be convinced that it is either necessary or desirable for the State to handle an insurance fund and make payments direct to those who are injured." Art glass works, leaded glass and glass beveling, 25 employees, "The workmen in our opinion should pay 20 per cent instead of 10." Tool company, oil, gas, and artesian well tools, machinery, and supplies for same, 85 to 95 employees, "If employees were to pay a greater proportion of the premium they would take the trouble to be more careful—when they pay so small an amount they can afford to take greater risks and be more careless knowing that their returns will be considerably more than it has cost them." Lumber company, 250 employees, "Think the employee should pay 25 per cent of the premium instead of 10, as this amount is so small it makes it impossible to collect the amount when paying semimonthly." Manufacturers of metal wheels for agricultural implements, 300 employees, "The employees should be obliged to contribute a small proportion of the indemnity fund, thus relieving them of the stigma of charity and impressing them with their share of the responsibility in avoiding and preventing accidents." Soap and laundry supplies company, "We believe all legitimate insurance companies should be allowed to operate in any State, providing they can offer to the purchaser of

insurance as good protection to both the employer and the employee as the State can. The State of Ohio by its compulsory act practically prohibits competition and their manual will show that in most cases their rates are a great deal higher than the employer formerly paid." Machinery manufacturers, 50 employees, "Cheaper rates." Company manufacturing wood furniture, 75 employees, "Lower rates, of course, but one reduction has already been made, and it is reasonable to expect further changes downward." Manufacturing company, 500 employees, "Rate is at least 50 per cent too high, but we are promised a reduction so that each class will pay for actual losses only, the compensation to be paid out of general fund. If this is carried out the Ohio plan will be O. K." Brick company, pressed sand lime brick, 20 employees, "The writer, originally opposed to the State plan is now convinced that it is a very good law and believes that when compulsory and the rates properly adjusted practically every employer as well as employee will be satisfied. We will be glad to have the compulsory feature in force, for at present none of our competitors carry insurance of any kind and consequently do not consider that item in the matter of costs. The original rate quoted us was $1.35. This was later reduced to 85 cents and in July, this year, the rate when we came under the State plan was 76½ cents. This is less than we could buy liability insurance for at this writing." Buggy company, 50 employees, "Reduce the rate. So long as we can get a 33-cent rate of independent companies we do not feel justified in paying 50 to 80 cent rate." Confection company, 75 employees, "Increase of allowance to injured employee to $15 per week. As it is now maximum allowance is $12. Believe average employee can not get along on $12 after he loses one week as now required in the act." Printing works company, 70 employees, "It's satisfactory." Lumber company, 8 to 10 employees, "Very good as it is." Manufacturers of various articles from brass, 35 employees, "The Ohio law is in its infancy and, in our opinion, is excellent in its ideas." Planing mill and lumber yard, 18 employees, "We are not in favor of a State monopoly." Iron and steel company, rolling mill, manufacturing structural tubing, railroad tie plates, and agricultural implement shapes, 450 employees, "We dislike the compulsory feature of the Ohio law, giving the State a complete monopoly of the liability insurance business. We dislike the feature compelling us to insure office clerks whose duties are entirely independent of the mill operations and the risk on whom is practically nil. Employers are not fully protected under this law, as the employee has the right to sue under certain conditions regardless of whether the employer has or has not accepted insurance or protection under the act." Sheet and tube company, 8,000 employees, "Our principal objection to the compensation law of the State is the fact that it does not encourage the prevention of accidents. For this reason we were opposed to it at the time it was being discussed, but as it seems to be the most satisfactory law we could have passed, we are very glad to go in under it and encourage it in every way we can, with the hope that experience may prove the desirability of amending it to include a feature which will tend to minimize accidents." Steel foundry company, 300 employees, "Make it elective instead of compulsory, so that State officers will be kept on their mettle and compelled to administer their offices in an efficient manner." Glass company,

250–300 employees, "The State should not compel us to buy insurance from them alone, to the exclusion of all others." Railway company, "The new compensation law of Ohio does not in fact apply to railroads, section 51 eliminating at least 99 per cent of the employees. The death schedule in the Ohio law is the blanket kind, and is objectionable for the reason that it does not consider the age, relationship, and number of the beneficiaries, treating all cases on the same basis." Company manufacturing roofing and sheet metal and warm air furnaces, 60 employees, "We might offer the suggestion that the State liability board make investigations at intervals of about six months for the purpose of safeguarding employees." Pulp and paper company, 250 employees, "If we are forced to insure in the State, the law should make us exempt from damage; or if sued by employees, State should defend the case at its own expense." Leather company, 22 employees, "The employer is not protected against the expense of lawsuit and damages as under the old liability companies. The employee still has his right to sue for damages, and there are very few accidents for which the courts will not hold the company liable. Under the compensation act the employee can collect both ways." Woodworkers, 38 employees, "Compensation law should provide for a final settlement; as it is, we have a large premium to pay and still are liable to direct action." Painters, 10 employees, "I suggest that all employers employing labor, regardless of the number in his employ, be compelled to carry liability. This would class all in equality to competition, especially in our trade. The majority of jobs, whether a large employer or small, are being executed with five men or less, and you will find that among such small groups accidents occur as often, and maybe more often, than where a larger number are employed. Take, for instance, our work on a scaffold where two men usually work; this is where accidents mostly occur. Why should employers in this class be exempt from the law?" Book company, 281 employees, "The classification of plants, rating them according to the safety devices used as against fire and accidents." A steam-shovel company, 2,200 employees, "We would suggest in computing weekly benefits that in a factory working only six days per week the fractional part of weeks be computed on a six-day basis instead of seven days as at present in Ohio. Second, in total or partial disability cases where a fixed number of weeks' pay are allowed to the injured, would suggest that this should be changed so that at any time the injured is able to resume work the pay from the State fund, which is paid bi-weekly, should stop." A decorating company, frescoing and dealing in wall papers, 12 employees, "The workman should pay about one-seventh, as in Germany, as at present he is so well paid and small firms are not making much money on the whole."

RHODE ISLAND.

In Rhode Island, the general opinion expressed is that, the law having been in operation only one year, experience under it is too limited to give any reliable data as a basis for changes. A cotton manufacturing company, 625 employees, "It is working very satisfactory with us." A company manufacturing cotton yarns and weaving duck fabrics, dress and curtain goods, "The Rhode Island laws need to be made more explicit at many points." A label works,

20 employees, "The compensation is too small where the injury is not the fault of the injured employee, and in certain cases no payment should be made—a boy doing errands who jumps on a wagon and is hurt, for instance."

WASHINGTON.

From the State of Washington the replies of numerous employers evince a lively interest in the act. Many report a disinclination to suggest changes in the law, saying it is satisfactory to them as it stands. Others think that there has not been sufficient time for a test of the various features. Demand for a lower rate occurs often enough to arrest attention. The law prescribed pay of the physician and the manner of his selection are frequently mentioned. The classification of industries is pronounced objectionable, especially in out-door occupations. Under this heading, a vehicle manufacturer employing 12 persons, not having had an accident in 15 years serious enough to call for the services of a physician, is classified with large shipbuilding plants; a meat packer, with 300 hands, notes that neither livery stables nor retail meat houses are classified; a firm of wool pullers, with 22 employees, says: "Too many industries are classed in groups;" an employed paper hanger objects to being classed with construction ironworkers; logging camps, lumber mills, and shingle mills, and team owners hauling poles are in one class, with which grouping a "Cedar poles and piling" firm, with 110 employees, finds fault. Following are typical letters, covering the various suggestions offered: Coal and coke company, 150 employees, "In fixing the percentage on coal mines, the kind of mines should be taken into consideration and rates fixed accordingly." Electric shop, 4 employees, "The law practically catches only the men remaining in business, but overlooks in the building trades numbers of contractors and large amounts which would naturally be due from them, and if collected would reduce the rate considerably." Lumber company, 200 employees, "We think the law a good one, and is to be commended, with the exception of minor accidents, to which we think too much attention is being paid. We find among our men that the slightest bruise will cause them to lay off and take advantage of the law in making a claim where none should be allowed. Before the law went into effect no attention by the men was paid to such small bruises or splinter pricks and cuts. With this eliminated we think the law an excellent one." Manufacturers of electrical apparatus, 30 employees, "Men are paid for the most trivial injuries. Prior to the passage of the law in this State this company, which has been in operation for over 10 years, had never carried liability insurance, had never paid, or been requested to pay, one cent for damages. We are now compelled to report to the State commissioners the slightest possible accident, and after making such a report if the man cares to lay off he may do so, and if he can get a physician to take care of him he is able to draw his weekly benefits from the State fund without question." Lumber company, 36 employees, "We believe that the compensation law as enforced in this State is just and fair toward both employer and employee. If a man meets with an accident he knows just what he is going to get; there is no haggling or compromising, and the employer's sleep at night is not disturbed worrying about possible damage suits." Sailmaker

and rigger, 4 employees, "It is the best ever; a working man should receive 75 per cent instead of 60 per cent of his wages." Engraving company, 6 employees, "I believe the law should provide for physician and hospital expenses. As it is now, the injured employee often gets less than his hospital expenses and is not in any way compensated for his injuries." Manufacturer blower and exhaust systems for planing mills, etc., 12 employees, "The compensation laws, which are to be enacted in the various States, should conform as closely as possible to a certain standard." Wholesale and retail grocers, 70 employees, "Its extension to cover every kind of employment. We believe the plan to be founded on equity, and from our observations faithfully administered. We favor legislation to further widen its scope." Plastering and cement contractor, average about 25 employees, "One change I would like to see made; the physician as it is now gets all the money. I had one man hurt last year; the man got $66 from the State, the doctor's bill was $60. So you see that looks bad, as the doctor gets all the money, and another is that the injured has to wait four to five weeks before he can get any money, and he needs the money most right away. A bad feature as it is now is to locate all contractors and employers of labor. There ought to be some way that all employers be compelled to notify the State that he is employing men, so he would pay his share of the premiums to the State; as it is now, so many pay nothing. All employers, in my opinion, should take out a permit, as we do in our city departments if we want to build anything; by doing that all will pay their part to the fund, and not, as it is now, just the contractors that are well enough known and are easily found. I think this State is going to make some such law; if all the employees get protection under the law, all employers should be compelled to pay their share in the fund." Coal mining company, 270 employees, "Where employees do not pay so much per month for medical attention, industrial insurance commission should protect physician for amount of his fees from amount of award." Town of Eatonville, number of employees ranges from 5 to 100, "The town of Eatonville has had but one employee injured since the industrial insurance law went into effect. The case was peculiar for the reason that a workman suffered the loss of one eye through the concussion resulting from a heavy dynamite charge, and it was impossible to get evidence that the accident actually resulted from such concussion. The workman's claim was rejected." The findings of the Industrial Insurance Commission is final in each case of claim, except as of their own accord they may reopen an investigation after having rendered an adverse decision on a claim. This law covers hazardous employment and has nothing to do with such labor as is not considered 'hazardous' or 'extrahazardous.'" Flour millers, 100 employees, "Some system to hasten payment, or at least part payment, to assist the injured to meet pressing bills." Electric company, 5 employees, "If you are going to have State insurance, have it so an employer is protected, in place of only partially. Reasons: One of my employees covered by State insurance let a ladder fall and struck a woman passing, and she sued for damages which State insurance did not cover. What is the good of insurance if an employer is not protected against the acts of his men he is paying State insurance on?"

General contractors, 15 employees, "Cover all classes of employees." Publishers and printers, 4 to 5 employees besides manager, "Our Washington law does not pay sufficient to compensate for injuries or lost time, thus requiring workmen to carry insurance of their own, but leaving the poorer classes of workmen (who rarely carry insurance) to be compensated only 20 to 30 per cent of lost wages." Shoe manufacturing company, 80 to 100 employees, "More careful investigation of accidents. We believe the State could be more conservative in making awards. There are too many opportunities for imposing on the State. If the State used the same care in making awards that liability companies do, we believe the law would be O. K." Paints and wall-paper company, 14 employees, "Why is it that any one doing work, government work, has to take out insurance for their men? Why does the compensation act cover this work?" Laundry, 70 employees, "We think there should be a first-aid clause, with provisions for doctor and hospital expenses." Printing and binding company, 30 employees, "By careful inquiry by Master Printers' Association we learn of but two accidents in the State during last five years; am therefore convinced that rate paid is larger than is justified." Bridge contractor, 12 employees, "Premiums might be reduced somewhat. The law here has been in effect about two years, and there has, during that time, accumulated about $1,000,000 more than claims have amounted to." Logging company, 125 to 150 employees, "There is a move to compel employers to pay for first aid, but we are opposed to this. If this was done some doctor would get the appointment, and in case of accident we would have to notify and send for doctor so appointed, and would make a case to be adjusted. Under our present arrangement we get a man on our train quickly and connect with main line, frequently holding the main-line train to get cripple to hospital 10 miles away. We employ the best of help (hospital), and if man comes out all right, nothing further is done." Lumber mills, shingle mills, and logging camps are all assessed under one class (class 10). "We believe the logging camps have a much higher percentage of fatal and other accidents than the lumber mills, and should be in another class." Logging company, 175 employees, "In the logging business the pay roll is divided into two classes, consisting of the actual logging operation and the railway work. On the former the rate is 2½ per cent and on the latter 5. They compel us to put all men working on railroad into the 5 per cent class, which is unjust, as there is no risk in connection with pick and shovel men and wheelbarrow men. We think that 5 per cent should be charged on railway train men only." Sandstone quarrying, 160 employees, "If a man gets hurt and goes to the hospital the time is too long to wait from one to two months before receiving compensation. It works a hardship in some cases, particularly those having families depending upon them. As a whole, we consider the State compensation act a good law for all concerned." Brewing and malting company, 400 employees, "The State of Washington law in general has seemed the best and fairest, to both employer and employee, in force in Europe or America that has come under the observation of the writer after going over many of them. It is humanitarian and has resulted in establishing a more satisfactory feeling between capital and labor than ever existed before." Manufacturers of paper, 225 employees, "First, no compensation for

employees who return to work within the week. Second, no compensation for any injury the first week. Third, as all industries ought to bear the burden of their risks, and such burden being charged into cost of operation, the consumer in the final analysis will be the one who will have to pay the compensation; therefore, the workmen's compensation, if possible, should be uniform and apply to every State in the Union. Fourth, the present law of the State of Washington has not yet been passed upon by the Supreme Court as being constitutional, owing to the act being 'compulsory'; so employers may be still liable to an action for damages, the stutute of limitations being expressly inoperative during the period this law is in effect, if declared unconstitutional. The amount paid by the workmen's compensation act would be deducted from any damages allowed by the court. Fifth, although much in excess in cost comparative with the old method, we are in favor of the workmen's compensation act, providing the administration is justly handled and uniform laws enacted in all States of the Union." Brewing company, 100 employees, "On the whole, we think the Washington law is a great benefit to both employees and employers." Portland cement company, 140 employees, "The first-aid feature where hospital arrangement as we have it is not provided. We are well pleased with the law and its workings, as are also our employees."

WISCONSIN.

In the Wisconsin reports, about one-half the replies have no suggestions. In the opinion of several large employers, as well as small ones, the matter of proposed changes should be left to "time and experience." The point of injuries through negligence or intoxication is brought up repeatedly, and not relieving the employer of liability in such cases is deemed inequitable. The following give various views: Manufacturers of grain drills and feeders, 100 employees, "Law too new to determine effect. If our present law is enforced fairly by the commission, believe it will be beneficial and will accept it as soon as present policy expires." Lumber company, 200 employees, "Injured man should be required to file notice of demand for compensation within 20 days after accident. Slight injuries are sometimes overlooked and develop seriously later." Manufacturers of jute container box board, 140 employees, "Rulings are too complicated and varied. Average laboring man not able to familiarize himself with the conditions." Real estate and insurance, 4 employees, "Changes should eliminate office force from its operation. To our knowledge, no injury to an office employee was traced to any responsibility or neglect of his employer." Lumber and cooperage, 40 employees in Wisconsin, "As the law is intended for benefit of employees and employers, a change which would result more entirely in benefit to them, instead of in large part to insurance companies, would be desirable." Company logging forest products, 500 employees, "Chiefly one, i. e., that the employee contribute toward the cost of the compensation paid under the compensation act, as is done under the workmen's compensation law in force in Germany." Manufacturers of electric cranes, etc., 550 employees, "Nationalize, so that all competing concerns are on same basis." Manufacturers and dealers in lumber and timber, 300 employees,

"As employers we do not favor the law, as it requires closer attention, is more expensive, as the clerical work is much more, because of numerous reports, and we do not think it furnishes any better attention or service from the workmen." Paper manufacturers, 120 employees, "In our opinion, premiums should be paid to State treasurer and the Commonwealth be the insurance company. We are not Socialists either." Brewing company, "To have employee pay part of the premium. Tendency is that employee will loaf when receiving compensation and especially if he carries benefit insurance in some insurance company or society. Under our compensation law, employee may commit fraud unless same be physically examined before beginning employment; for instance, rupture." Brewing company, 30 employees, "The law in this State as originally passed met my approval, but the danger lies in succeeding legislatures tinkering with it." Manufacturers of lumber, 300 employees, "We believe that every employee should receive the same consideration but, as our law reads, only those who work for companies employing more than four men receive compensation." Lumber, box factory, and planing mill, 50 employees, "The employers in this State should have some protection from the employee. As it is, there is none except to go to Wisconsin commission and for petty claims we had better suffer." Company manufacturing lime and quarrying building stone, 25 employees, "We think the State ought to carry the insurance, which can be done at at least one-half the rate charged by insurance companies at the present time." Plumbing and heating contractors, 30 employees, "Make the acceptance compulsory." Box factory, planing mill, etc., 11 employees, "Would suggest that it be made so that liability insurance would not cost three times what it was before the compensation law." Brewing company, 250 employees, "We suggest that the time in which employees commence to draw compensation be extended from eight days to two weeks, and 50 per cent of wages allowed after that time, with the maximum wage of $10 per week and the minimum $6; and that the feature of intoxication, instead of reducing the computation of wage on a basis of from 65 to 50 per cent, be entirely abrogated." Lumber company, 400 to 1,500 employees, "Intoxication should be a defense; petty injuries should draw less compensation."

NO. 7A. STATISTICS.

CALIFORNIA.

MEMORANDUM ON THE CALIFORNIA INDUSTRIAL ACCIDENT EXPERIENCE FOR THE FIRST 10 MONTHS OF 1913.

[Prepared for the National Civic Federation by the Industrial Accident Board of the State of California.]

To the compensation provisions of chapter 399, laws of 1911, commonly known as the Roseberry liability and compensation law, 1,109 employers of labor in the State of California have filed acceptance since the act went into effect September 1, 1911. The act applies to all employers who may elect to its provisions, and includes employers of agricultural laborers and domestic servants.

All employers of labor within the State of California, and all extra State employers of labor, the employees of whom operate within the State of California, are eligible to elect to the compensation provisions of the act.

The total number of employers eligible to such election is estimated at 45,954, and the number of workers employed is estimated at 809,056.

No method of carrying the risk is provided in the act, the employer being left free to carry the risk at his own option. There is no State insurance, nor State mutual, nor employers' mutuals.

By chapter 53, extra session laws of 1911, every employer of labor within the State of California, except those engaged in farming, dairying, agricultural or horticultural pursuits, in poultry raising, or domestic service, must report to the industrial accident board every personal injury suffered by its or his employees, arising out of or in the course of the employment, and resulting in death or in disability, extending over a period of a week or more.

The number of workers covered by this law is estimated at 498,917, there being no census of the workers yet taken.

To November 1, 1913, from January 1, 1913, there were reported to the Industrial Accident Board 9,519 accidents over which said board had official cognizance, distributed according to disability as follows:

Temporary disability	8,476
Permanent disability	624
Deaths	419
Total	9,519

Besides 10,196 accidents in which the disability was less than one week, or which occurred in the exempted employments.

In 7,489 of the 9,519 accidents the histories are complete. In 2,030 cases the histories are incomplete, the disability not having ended or the settlement not having been made.

The 7,489 accidents are distributed according to disability as follows:

Temporary disability	6,684
Permanent disability	467
Deaths	338
Total	7,489

The provisions of chapter 53, Extra Session Laws of 1911, provide that supplemental reports on accidents are due to the industrial-accident board upon termination of disability, or if disability extends over a period of 60 days on the sixtieth day, and again upon termination of disability.

It is also provided that all claims settled or payments made to or on behalf of injured workers must be reported when such payments are made.

These two provisions so operate that it is impossible to take a cross-sectional view of the completed history of all accidents, inasmuch as at any particular moment a large number of accident histories are incomplete.

No cases are tabulated until the histories thereof are completed, in order to safeguard the possible inclusion of accidents to which official cognizance of the industrial-accident board does not extend. It is reasonably certain that the averages of all incomplete accidents will follow the averages of the completed accidents, with the exception that the periods of disability will average greater and the settlements proportionately larger.

The number of fatal cases is 377. In 125 of these cases no dependents were left. In 212 cases dependents were left, pensions being given in 19 cases, the other settlements consisting of lump-sum payments.

The provision that settlements are to be made in death cases only to dependents operated in the 212 cases, there being 290 total dependents, and 24 partial dependents, or 314 dependents in all.

Appended (Table No. 1) is a table showing the distribution of death dependents, according to relationship of the dependents.

There are seven cases of permanent total incapacity.

The distribution of permanent injuries, according to organic or functional loss, constituting a permanent incapacitation is given in appended Table No. 2.

The average of permanent disability approximates 30 days in those cases where the employee ultimately returns to work, whether or not he engaged in the same occupational pursuit after as before the injury.

In those cases where he does not return, or in which injury is of sufficient extent to disable his working in his former pursuit, or any allied occupation, a percentage disability rating of 43.3 per cent is incurred.

The average for temporary injury with the distribution of temporary injuries by the weekly period of disability, together with the actual number of days lost by those temporarily incapacitated, is given in appended Table No. 11.

The total amount of compensation paid is ascertainable from the Tables Nos. 3, 4, and 5. These are as follows:

Table No. 3, showing the distribution of temporary injuries according to the indemnity paid to those employees under compensation,

and to those not under compensation, according as to whether the indemnity was paid by the employer where no liability or compensation insurance was carried by the employer, where such liability or compensation insurance was carried, and by the casualty company covering the liability or compensation risk of the employers.

Table No. 4, showing the distribution of permanent injuries according to the indemnity paid to those employees under compensation, and to those not under compensation, according as to whether the indemnity was paid by the employer where no liability or compensation insurance was carried by the employer, where such liability or compensation insurance was carried, and by the casualty company covering the liability or compensation risk of the employers.

Table No. 5, showing the distribution of death disabilities, according to the indemnity paid on behalf of those employees under compensation, and on behalf of those not under compensation, according as to whether the indemnity was paid by the employer where no liability or compensation insurance was carried by the employer, where such liability or compensation insurance was carried, and by the casualty company covering the liability or compensation risk of the employers.

The average weekly wage for all employees is $18.62; their average age is 33.96 years.

Workers to the number of 2,444 received $20 and over per week, there being 208 workers who received an hourly wage and whose employment was not continuous. In 73 instances the weekly wage was not specified.

A complete distribution of the number of workers injured, according to their weekly wage, distributed by $10 periods, appears as Table No. 6.

Appended are the following distributions:

1. Marital condition and nativity, Table No. 7.
2. Cause of injuries, Table No. 8.
3. Nature of temporary injuries, Table No. 9.
4. Industry groups, Table No. 10.

The organization of the statistical department is statistician, investigator, chief clerk, index clerk, stenographer to the statistician, and stenographer to the department.

The statistician is appointed by and serves at the pleasure of the board. All other employees of the department come under the California Civil Service Commission.

The introduction of the Boynton Act will materially affect the statistical department by increasing the scope of its operations, inasmuch as according to the rules and regulations of the industrial accident commission, effective January 1, 1914, all accidents causing disability lasting through the day of injury or involving expenditure for medical aid will be reported.

The necessity under the present law of investigating a great many accidents the disabilities of which are less than one week, or which occur within the exempted industry classes, in order ultimately to include all accidents to which the official cognizance of the board extends greatly intensifies the activity of the department, so that the totals submitted do not adequately represent the work done.

To December 1, 1913, 21,854 accidents were reported, of which 10,521 will ultimately reach tabulation.

The accident frequency used by the department is the combined European experience plus the experience of the several insurance companies in the various States with workmen's collective insurance policies.

TABLE 1.—*Distribution of death dependency according to the relationship of dependents.*

Relationship.	Number of dependents.		Total.
	Total.	Partial.	
Wife	167	.....	167
Parent	32	20	52
Child	77	.....	77
Brother	5	1	6
Sister	5	3	8
Nephew	1	.....	1
Others	3	.....	3
Total	290	24	314

TABLE 2.—*Distribution of permanent injuries according to organic or functional loss.*

LOSS OF—

Thumb.—Right, loss of tip, 6; loss at proximal joint, 14. Left, loss of tip, 8; loss at proximal joint, 10.
Index finger.—Right, loss of tip, 9; loss at middle joint, 3; loss at proximal joint, 14; Left, loss of tip, 12; loss at middle joint, 2; loss at proximal joint, 15.
Middle finger.—Right, loss of tip, 16; loss at middle joint, 2; loss at proximal joint, 10. Left, loss of tip, 10; loss at proximal joint, 8.
Ring finger.—Right, loss of tip, 1; loss at middle joint, 3; loss at proximal joint, 5. Left, loss of tip, 9; loss at middle joint, 1; loss at proximal joint, 6.
Little finger.—Right, loss of tip, 6; loss at proximal joint, 12. Left, loss of tip, 7; loss at middle joint, 1; loss at proximal joint, 10.
Ends two fingers.—Right, 4; left, 4.
Parts of fingers.—Right, 2; left, 2.
Two fingers.—Right, 8; left, 6.
Ends of three fingers.—Right, 1; left, 3.
Three fingers.—Right, 10; left, 5.
Four fingers.—Right, 2; left, 5.
Hand at wrist.—Right, 1; left, 5.
Arm at shoulder.—Right, 4.
Leg at hip.—Right, 4; left, 2.
Leg at knee.—Right, 1; left, 2.
One toe.—Any, 18.
Two toes.—Left, 3.
Three toes.—Right, 1.
Four toes.—Right, 1.
Five toes.—Left, 1.
Testicles, 1.
Eye.—Organic, right, 15; left, 15.
Eye.—Functional, right, 4; left, 2.
Eye and defective hearing, 1.
Eye and impairment of sight of other, 1.
Hearing.—One ear, 1.
Teeth.—Consequent malnutrition, 1.

OTHERS.

Impairment of function of eye.—Right, 3; left, 4; of both eyes, 2.
Growth on breast, 1.
Strained muscles.—Functional impairment, 2.
Internal, 1.
Spine.—Injury, 2.
Paralysis.—Local, 6.

Stiffness of hand.—Left, 3.
Stiffness of one finger.—Right, 3.
Stiffness of knee.—Left, 4.
Loss control of arm.—Left, 1.
Derangements of mind, 2.
Stiffness of arm.—Left, 2.
Number ulna nerve.—Right, 1.
Stiff leg.—Right, 4.
Defective hearing, 2.
Ruptures, 71.
Intelligence affected, 2.
Floating cartilage.—Knee, 1.
Crushed foot, 1.
Permanent injury to feet, 2.
Nervous shock, 1.
Permanent injury to hip.—Right, 2.
Chronic weakness, 1.
Abscess on body, 1.
Stiffness of two fingers, 1.
Impaired function of hand, 1.
Facial disfigurement, 1.
Arm permanently weak, 1.
Slight limp, 1.
Stiff toe, 1.
Total permanent injuries, 467.

TABLE NO. 3.—*Distribution of temporary injuries by number of cases in which indemnity was paid and by amount of indemnity received by the injured workmen.*

	Number.	Amount of indemnity.
Cases under compensation, when no liability insurance was carried, settlements by the employers:		
Cases settled	772	$37,775.78
Cases not settled	60	.....
Cases under compensation when liability insurance was carried, settlements by the insurance companies:		
Cases settled	134	4,087,36
Cases not settled	84	.....
Cases under compensation when liability insurance was carried, settlements by the employers:		
Cases settled	132	4,268.57
Cases not under compensation when no liability insurance was carried, settlements by the employers:		
Cases settled	1,253	81,904.27
Cases not settled	2,188	.....
Cases not under compensation when liability insurance was carried, settlements by the insurance companies:		
Cases settled	690	55,348.94
Cases not settled	1,503	.....
Cases not under compensation when liability insurance was carried, settlements by the employers:		
Cases settled	180	12,558.80

RECAPITULATION.

	Under compensation.	Not under compensation.
Number of cases in which no settlement was made	60	3,511
Number of cases in which settlement was made	990	2,123
Total indemnity	$46,131.71	$149,812.01
Average indemnity per settlement	$46.60	$70.56
Average indemnity per case	$43.93	$26.59

TABLE No. 4.—*Distribution of permanent injuries by number of cases in which indemnity was paid and by amount of indemnity received by the injured workers.*

	Number.	Amount of indemnity.
Cases under compensation where no liability insurance was carried, settlements by the employers:		
Cases settled	[1] 57	[1] $6,006.64
Cases not settled	9	.....
Cases under compensation when liability insurance was carried, settlements by the insurance companies:		
Cases settled	3	207.00
Cases not settled	5	.....
Cases under compensation when liability insurance was carried, settlements by the employers:		
Cases settled	1	78.64
Cases not under compensation where no liability insurance was carried, settlements by the employers:		
Cases settled	[2] 145	[2] 40,986.87
Cases not settled	81	.....
Cases not under compensation where liability insurance was carried, settlements by the insurance companies:		
Cases settled	50	9,185.80
Cases not settled	117	.....
Cases not under compensation where liability insurance was carried, settlements by the employers:		
Cases settled	15	271.75

[1] $\left(\frac{A12}{x}\right)$ = $480, care but not indemnity included.

[2](1) $\left(\frac{A12}{x}\right)$ = $480, care but not indemnity included.

(2) $\left(\frac{A12}{x}\right)$ = $720, care but not indemnity included.

(3) $\left(\frac{A12}{x}\right)$ = $600, care but not indemnity included.

RECAPITULATION.

	Under compensation.	Not under compensation.
Number of cases in which no settlement was made	14	198
Number of cases in which settlement was made	61	210
Pensions	1	3
Total indemnity (pension not included)	$6,292.28	$50,444.42
Average indemnity per settlement	$104.87	$243.69
Average indemnity per case	$186.20	$129.35

TABLE No. 5.—*Distribution of death disabilities by number of cases in which indemnity was paid and by amount of indemnity received by the dependents of the injured workers.*

	Number.	Amount of settlement.
Cases under compensation where no liability insurance was carried, settlements by the employers:		
Cases settled	[1] 7	[1] $11,564.68
Cases not settled	10	.....
Cases under compensation where liability insurance was carried, settlements by the insurance companies:		
Cases not settled	13	.....
Cases not under compensation where no liability insurance was carried, settlements by the employers:		
Cases settled	45	65,463.91
Cases not settled	149	.....
Cases not under compensation where liability insurance was carried, settlements by the insurance companies:		
Cases settled	19	33,307.52
Cases not settled	95	.....
Cases not under compensation where liability insurance was carried, settlements by the employers:		
Cases settled	1	3,000.00

[1](1) 900\left(A\ \frac{12}{x3}\right)$

(2) $1,430$\left(A\ \frac{52}{x3}\right)$

(3) $1,215$\left(A\ \frac{12}{x3}\right)$

TABLE NO. 5.—*Distribution of death disabilities by number of cases in which indemnity was paid and by amount of indemnity received by the dependents of the injured workers*—Continued.

RECAPITULATION.

	Under compensation.	Not under compensation.
Number of cases in which no settlement was made	23	243
Number of cases in which settlement was made	7	65
Pensions	3	.....
Total indemnity (pensions not included)	$11,564.68	$101,771.43
Average indemnity per settlement	$2,891.17	$1,565.71
Average indemnity per case	$428.32	$330.43

TABLE NO. 6.—*Distribution of the number of workers according to their weekly wage, classified in $10 periods.*

From $0 to $9.99	431
From $10 to $19.99	4,333
From $20 to $29.99	1,962
From $30 to $39.99	407
From $40 to $49.99	57
From $50 to $59.99	10
From $60 to $69.99	5
From $70 to $74.99	2
$75 and over	1
Hourly	208
Not specified	73
Total	7,489

TABLE NO. 7.—*Distribution of all injuries distributed by marital condition and nativity of injured workers.*

	Married.	Single.	Unknown.	Not specified.	Total.
Americans	2,149	2,057	135	28	4,369
Foreigners	1,221	1,402	105	20	2,748
Unknown	116	155	46	4	321
Not specified	27	15	0	9	51
Total	3,513	3,629	286	61	7,489

TABLE NO. 8.—*Distribution by character of disability of the causes of accidents.*

Cause.	Temporary disability.	Permanent disability.	Death.	Total.
Machinery and its parts:				
1. Motors and engines	147	21	2	170
2. Shafting and conveyors	36	1	3	40
3. Gearing	37	14	1	52
4. Belts, lines, and pulleys	164	26	7	197
5. Drills, punches, and dies	65	30	.....	95
6. Emery wheels	31	1	.....	32
7. Jointers, edgers, slicers, and stayers	26	22	1	49
8. Lathers and shapers	24	6	1	31
9. Planers, veneerers, and sanders	21	12	.....	33
10. Presses	23	4	.....	27
11. Feed rolls	54	7	2	63
12. Saws	84	35	4	123
13. Set screws	17	.....	.....	17
14. Cogs	19	.....	.....	19
15. All other	77	3	1	81
16. Without mechanical power	55	.....	.....	55
Hoisting apparatus:				
1. Elevation	64	6	5	75
2. Other hoisting apparatus	96	6	2	104

TABLE No. 8.—*Distribution by character of disability of the causes of accidents*—Contd.

Cause.	Temporary disability.	Permanent disability.	Death.	Total.
Dangerous substances:				
1. Steam escapes	80	.....	2	82
2. Electric currents	115	3	25	143
3. Explosions	155	15	39	209
4. Hot, corrosive, and inflammable substances	187	2	2	191
5. Slivers, thorns, and protruding nails	277	1	.....	278
Falling, rolling, and flying objects:				
1. Flying fragments	156	25	.....	181
2. Cave-ins and rolling stones	218	3	16	237
3. Rolling and falling objects	510	37	38	585
4. Moving and handling objects in shops	325	32	1	358
5. Loading and unloading	829	38	9	876
6. Falling piles and stacks	34	.....	1	35
7. Collapse of buildings	19	.....	6	25
Tools	457	30	1	488
Teaming and hauling:				
1. Runaways	23	0	5	28
2. Animals	93	1	4	98
Collisions, etc.:				
1. Collisions, derailments, etc	210	8	38	256
2. Run over by train or vehicle	74	3	12	89
3. Hit by train or vehicle	91	4	20	115
4. Coupling cars or trucks	45	8	4	57
5. Jammed between objects	111	7	3	121
Falls:				
1. From trains or vehicles	162	5	5	172
2. From trains or vehicles due to sudden start or stop	54	0	2	56
3. From trains or vehicles while alighting or boarding	157	1	4	162
4. From collapse of scaffolds and staging	125	2	1	128
5. From elevations	295	11	29	335
6. From ladders	100	0	1	101
7. From animals	11	0	0	11
8. From slipping	363	16	6	385
9. From tripping	29	2	0	31
10. From tool slipping	45	6	0	51
11. From clothes catching	8	0	0	8
12. Into openings, trenches, and pits	71	0	8	79
13. Into elevator shafts	14	0	4	18
14. On stairways	26	0	0	26
All other causes:				
1. Various	151	8	17	176
2. Specific cause unknown	24	5	6	35
Total	6,684	467	338	7,489

TABLE No. 9.—*Distribution of temporary injuries by nature of injury.*

Injuries.	Number.
Bruises, contusions, and abrasions	2,191
Cuts and lacerations	1,168
Dislocations, sprains, and strains	1,040
Fractures	982
Burns and scalds	409
Mashes and crushes with no permanent injury	250
Infections	207
Injuries to eyes	166
Puncture wounds	142
Internal	58
Ruptures, slight	4
Specific injury unknown	10
All others	57
Total	6,684

TABLE No. 10.

Indemnity.	Under law.				Not under law.				Total.
	Temporary disability.	Permanent disability.	Death.	Total.	Temporary disability.	Permanent disability.	Death.	Total.	
Brick, tile, and pottery	15	1	.....	16	23	1	3	27	43
Construction	99	5	5	109	639	43	48	730	839
Explosives	5	2	1	8	.....	3	3	6	14
Foodstuffs	48	3	2	53	361	25	11	397	450
Laundries	15	2	1	18	20	1	2	23	41
Lumber	94	12	2	108	642	66	41	749	857
Mines	247	18	11	276	286	24	23	333	609
Metals and machinery	34	1	2	37	362	40	21	423	460
Oil	311	17	1	329	263	24	5	292	621
Paper and printing	16	4	.....	20	46	8	2	56	76
Power and light	98	3	3	104	343	14	21	378	482
Textiles	4	.....	1	5	19	1	2	22	27
Quarries	4	1	.....	5	96	9	15	120	125
Other manufacturing	2	.....	.....	2	53	16	5	74	76
Mercantile	3	2	.....	5	149	27	6	182	187
Railroads	7	.....	.....	7	1,794	63	60	1,917	1,924
Other transportation	41	2	1	44	292	14	21	327	371
Public corporations	4	.....	.....	4	137	.....	12	149	153
All others	3	1	.....	4	109	14	7	130	134
Total	1,050	74	30	1,154	5,634	393	308	6,335	7,489

TABLE No. 11.—*Distribution of temporary injuries by periods of disability.*

Weekly period.	Accidents.	Days.	Per cent of cases.
1– 2	2,409	26,401	36.04
2– 3	1,269	22,626	18.98
3– 4	734	19,647	10.98
4– 5	500	15,834	7.48
5– 6	323	12,536	4.83
6– 7	282	11,066	4.22
7– 8	163	8,635	2.44
8– 9	126	8,660	1.89
9–10	78	5,235	1.17
10–11	57	4,236	.85
11–12	54	4,373	.81
12–13	44	3,871	.66
13–14	29	2,752	.43
14–15	15	1,522	.22
15–16	7	767	.10
16–17	12	1,393	.18
17–18	7	849	.10
18–19	8	910	.12
19–20	7	1,015	.10
20–21	6	871	.09
21–22	5	755	.07
22–23	3	479	.04
23–24	3	496	.04
24–25	.....	.....	.....
25–26	1	176	.01
26–27	1	188	.01
27–28	2	386	.03
28–29	1	197	.01
29–30	1	205	.01
30–31	.....	.....	.....
31–32	.....	.....	.....
32–33	.....	.....	.....
33–34	.....	.....	.....
34–35	3	698	.04
35–36	.....	.....	.....
36–37	.....	.....	.....
37–38	.....	.....	.....
38–39	.....	.....	.....
39–40	.....	.....	.....
40–41	.....	.....	.....
41–42	.....	.....	.....
42–43	.....	.....	.....
43–44	1	306	.01
Unknown.	533	.....	7.97
Total.	6,684	157,085	

Average disability, 23.50 days.

MASSACHUSETTS.

The following table shows the number of requests for arbitration and their disposition:

Total number of requests for arbitration from July 1, 1912, to Nov. 30, 1913, inclusive	584
Total number of cases heard by committees of arbitration	349
Total number of cases in which arbitration was requested which were settled without a formal hearing	182
Total number of cases pending	53
Total number of cases heard by the board on review under section 7, Part III	56
Total number of cases heard by the board on review under section 12, Part III	6
Total number of cases appealed to the supreme judicial court	26

About 3,000 claims, regarding which there was some dispute, were adjusted by the mediation of members of the board by conference with employees and insurers.

During the first 12 months of the act there were reported to the industrial accident board 89,694 nonfatal accidents.

Four hundred and seventy-four persons engaged in occupations in Massachusetts were killed as a result of injuries arising out of and in the course of their employment.

Seventy-one more fatalities were reported to the industrial accident board, which were found on investigation not to arise out of or in the course of employment, or subject to the workings of the compensation act.

Of the 474 fatally injured persons to whom the act was applicable, 290 were under compensation and 184 were not.

In 112 of the cases no dependents were left. In the remaining 362 cases there were 873 dependents, of whom 770 were wholly dependent and 103 were partially dependent upon the supporting member of the family.

One hundred and sixty-four of the persons fatally injured were single, 30 were widowers, 2 were divorced, and 278 were married. These figures show that in 60 per cent of the fatal cases there were left widows in a state of dependency.

Of the total number of nonfatal accidents reported (89,694) 68,586, or 76 per cent, were for injuries which incapacitated the employee for two weeks or less; and of these, 36,779, or 41 per cent of the total accidents reported, were for injuries which incapacitated the employee but for one day.

Ten thousand five hundred and sixty-eight, or 12 per cent, were for injuries which incapacitated the employee for from two to four weeks.

Six thousand six hundred and thirty-eight, or 7 per cent, were for injuries which incapacitated the employee from four to eight weeks.

Two thousand three hundred and fifty-five, or 3 per cent, were for injuries which incapacitated the employee from 8 to 13 weeks.

One thousand two hundred and seventy-five, or 1 per cent, were for injuries which incapacitated the employee from 13 weeks to 6 months.

Two hundred and seventy-two, or three-tenths of 1 per cent, were for injuries which incapacitated the employee for over six months.

The greatest number of accidents, as represented, occurred among those between the ages of 21 to 29 years; the next highest number fell in the group between 30 and 39 years.

The ages of persons fatally injured are shown in the following table:

Ages of persons fatally injured.

Age.	Number.
Under 16	4
16–20	18
60 and over	55
50–59	66
40–49	83
30–39	113
21–29	135
	474

As in nonfatal cases, the number of fatalities was heaviest among those between 21 and 39 years. The number of persons in these two groups comprised over 50 per cent of the total.

In 112 of the cases no dependents were left; the balance of 362 fatalities resulted in 873 cases of dependency either in whole or in part.

The amount of compensation paid and due under the act, from July 1, 1912, to June 30, 1913, amounted to $1,677,380.82. Fifty-one per cent was compensation for nonfatal injuries; 24 per cent went to the payment of medical and hospital expenses; and 23 per cent was paid for fatal injuries.

The following table shows the wages received by those who were fatally injured:

Wages of those fatally injured.

Wages.	Number of cases.
$8 and under	27
$15 and under	288
$20 and under	102
Over $20	57

In connection with these figures, as well as with those covering nonfatal injuries, it is of interest to note that accidents occur more frequently among persons who receive a wage approaching $15 per week, and also among those who receive between $15 and $20 per week.

Of the 474 fatal cases, four of the injured persons were paid on a piece-rate basis.

Causes of accidents—Nonfatal accidents.—Twenty-eight thousand nine hundred and sixty-three nonfatal accidents, or 32 per cent of the total number, were caused by hand labor; 11,000, or 12 per cent, were caused by machinery peculiar to special industries; 8,139, or 9 per cent, were the result of falls of various kinds; 4,305, or 4 per cent, were eye injuries; 99, or one-tenth of 1 per cent, were occupational diseases.

The following table shows the causes of fatal accidents arranged in the order of their magnitude:

	Fatal accidents.
Railroad equipment	119
Falls	66
Vehicles	43
Hand labor	37
Elevators	33
Electricity	25
Street railways	20
Boiler explosions and burns	15
Excavating	14
Cranes	11
Miscellaneous—unclassified	11
Asphyxiation, drowning, etc	10
Animals, insects, etc	9
Shafting, set screws, etc	9
Falling material from overhead	8
Machinery peculiar to special industries	7
Belting	6
Infection from trivial cuts, burns, etc	5
Saws	4
Explosions (not boiler)	4
Hoists	4
Illness	3
Presses	2
Gears	2
Emery wheels	2
Occupational diseases	2
Glass	1
Wood molders	1
Assault and fighting	1
Total	474

As shown above, the heaviest causes of fatal accidents were due to railroad equipment, falls, vehicles, hand labor, elevators, electricity, and street railways.

By grouping these figures into the three classifications made for non-fatal accidents—hand labor, machinery, and miscellaneous causes—the following results are found:

Seventy-three per cent of the fatalities were due to miscellaneous causes. Of these causes about 25 per cent were contributed by railroad equipment, and 13 per cent by falls.

Nineteen per cent of the fatalities were caused by machinery.

Eight per cent were caused by hand labor.

Number of accidents per 1,000 employees for 25 selected branches of industry.

Industry.	Number.	Industry.	Number.
Automobile factories	213	Cotton mills	66
Electrical supplies	202	Jewelry factories	66
Foundries and metal working	182	Box makers (paper)	63
Slaughter and packing houses	157	Woolen and worsted mills	61
Box makers (wood)	139	Candy	61
Car and railroad shops	133	Carpet mills	60
Rubber factories	119	Knitting mills	50
Printing and publishing	105	Shoes	49
Bakeries	98	Marble and stone cutters	48
Pianos and organs	88	Dyeing and finishing textiles	42
Furniture	80	Makers of blank books, envelopes, tags, etc	37
Paper and pulp mills	78	Clothing makers	15
Tanneries	75		

General average for group, 91 accidents per 1,000 employees.

Incidence of fatal accidents, by industries, for year ending July 1, 1913.

Industry.	Number.	Industry.	Number.
Road, street, and bridge transportation	183	Agriculture and forestry	6
Building trades	71	Forestry	6
Trade	42	Paper	5
Miscellaneous industries	31	Chemical products	5
Textiles	25	Metal and metal products	5
Iron and steel	24	Extraction of minerals	4
Water transportation	21	Clay, glass, and stone products	4
Food and kindred products	10	Express companies	3
Lumber and its manufactures	9	Post, telegraph, and telephone	2
Leather and its finished products	8	Professional service	1
Domestic and personal service	8	Printing and bookbinding	1
Beverages and liquors	6		

Total number of additional injuries for which specific payments are to be made, and the estimated amount due in cases covered by insurance.

["Insured" means covered by compensation act.]

	Insured.	Not insured.	Total.	Amount due.
Both feet lost	.....	1	1	.....
Both eyes lost	1	.....	1	$700
One eye lost	43	4	47	15,050
One hand lost	27	8	35	9,450
One foot lost	14	8	22	4,900
Two or more fingers lost	128	5	133	22,400
Two or more toes lost	17	4	21	2,975
One finger lost	587	85	672	49,308
One toe lost	31	3	34	2,604
Total	848	118	966	107,387

MICHIGAN.

Employers operating under act	10,760
Employees covered by provisions of act	475,408
Total number of accidents reported	21,172
Males injured	20,822
Females injured	350

ACCIDENTS CLASSIFIED.

Fatalities	495	Less than eight weeks	11,415
Amputations	2,112	Eight weeks or more	7,150

EMPLOYERS CLASSIFIED AS TO METHOD OF CARRYING RISK.

Liability insurance	9,562	Arbitrations	266
State insurance	368	Appealed to board	61
Own risk	617	Appealed to supreme court	10
Mutual insurance	213		

FIRST SIX MONTHS' EXPERIENCE UNDER MICHIGAN ACT.

Ratio of accidents to total number of employees under act	0.0258
Ratio of fatal accidents	.0005
Ratio of amputations	.0030
Ratio of major injuries	.0095
Ratio of minor injuries	.0127
Percentage of fatal accidents	.0215
Percentage of amputations	.1178
Percentage of major injuries	.3700
Percentage of minor injuries	.4904

EXPERIENCE OF SIX EMPLOYERS, ONE FROM EACH INDUSTRY—FIRST SIX MONTHS OF OPERATION UNDER MICHIGAN LAW.

Nature of business.	Number of employees.	Number of accidents.		Percentage.		Compensation paid.	Medical and hospital attention.
		Fatal.	Non-fatal.	Non-fatal.	Fatal.		
Mining	2,710	1	254	0.0937	0.00037	$2,154.06	$1,626.00
Chemical	1,800	2	578	.32	.0011	2,301.01	2,730.00
Automobiles	6,713	2	1,725	.256	.0002	9,448.63	742.74
Foundry	2,500	.....	474	.19	.....	669.10	1,187.15
Machinery	3,072	.....	145	.046	.....	[1]	447.05
Rubber	2,500	.....	576	.23	.....	1,015.75	1,299.09
Total	19,295	5	3,752	.....	.....	15,588.55	8,032.03

[1] Total amount of compensation paid not given.

Average percentage nonfatal accidents to number of employees	0.18927
Average percentage of fatal accidents to number of employees	0.00038
Average cost of compensation per employee	$0.96
Average cost of medical and hospital attention per employee	$0.42
Average cost of compensation per total number of accidents	$4.12
Average cost of medical attention total number of accidents	$2.11
Average cost per man injured of medical and hospital attention and compensation	$6.23
Total cost of compensation and medical and hospital attention of 3,757 accidents to 6 employers	$23,620.58

OHIO.

[As of Nov. 15, 1913.]

Number of risks	2,711
Number of workmen covered	171,113
Number of accidents reported	14,139
Number entitled to compensation	5,115
Number of fatal cases	48
Number leaving dependents:	
Cases passed on	34
Disallowed	3
Dismissed and dependency in the remaining 29 cases	2
Number of cases of permanent total disability	2
Number losing hands	2
Number losing arms	3
Number losing feet	0
Number losing legs	0
Average length of disability (cases only where compensation award)	8⅓ weeks.
Number disabled more than one week and less than two weeks	1,128
Number of appeals to court	1
Total amount of compensation paid (includes medical, hospital, funeral, etc., also deferred awards and unsettled claims)	$444,837.23
Total paid in death cases	$76,338.97
Total paid for lost hands	$2,790.00
Total paid for lost arms	$5,367.06
Total paid for lost feet	0
Total paid for lost legs	0
Average amount paid weekly	$8.94
Total number whose average wage exceeded $18	963

Average length of time between accident and commencement of weekly payments, 29 days.

(Application for award not to be made until two weeks after the occurrence of the injury.)

WASHINGTON.

[Year from Oct. 1, 1912, to Oct. 1, 1913.]

Number eligible? All extra hazardous employments.
Number of accidents (nonfatal)? 12,380 excluding fatal and trivial cases.
Number entitled to compensation? 12,380.
Number of fatal cases? Requiring pension, 173; requiring no pension, 156.
Number of cases of permanent total incapacity? 13.
Number losing hands? 12.
Number losing arms? 13.
Number losing feet? 8.
Number losing legs? 10 plus 10 amputated thighs.
Average length of disability? 275 days excluding Sundays.
Total amount of compensation paid? $1,377,271.09 (all awards).
Total paid in death cases? $453,302.68.
Total paid for lost hands? $13,937.50.
Total paid for lost arms? $20,025.
Total paid for lost feet? $10,225.
Total paid for lost legs? $30,000.
Average amount paid weekly? $1.35 per day for temporary total disability.
(Average daily wage of injured persons, $3.05.)

Temporary total disabilities classified according to weeks duration, from Oct. 1, 1912, to Oct. 1, 1913.

Duration of disability	Number of cases.	Per cent of cases.
Not more than 1 week	1,681	13.6
From 1 to 2 weeks	3,157	25.5
From 2 to 3 weeks	2,113	17.1
From 3 to 4 weeks	1,365	11.0
From 4 to 5 weeks	1,139	9.2
From 5 to 6 weeks	658	5.3
From 6 to 7 weeks	439	3.5
From 7 to 8 weeks	281	2.3
From 8 to 9 weeks	330	2.7
From 9 to 10 weeks	160	1.3
From 10 to 11 weeks	138	1.1
From 11 to 12 weeks	100	.8
From 12 to 13 weeks	131	1.1
From 13 to 14 weeks	54	.4
From 14 to 15 weeks	65	.5
From 15 to 16 weeks	43	.3
From 16 to 17 weeks	21	.2
From 17 to 18 weeks	93	.8
From 18 to 19 weeks	15	.1
From 19 to 20 weeks	36	.3
From 20 to 21 weeks	28	.2
From 21 to 22 weeks	71	.6
From 22 to 23 weeks	23	.2
From 23 to 24 weeks	13	.1
From 24 to 25 weeks	10	.1
From 25 to 26 weeks	44	.3
More than 26 weeks	172	1.4
Total	12,380	100.0

NO. 8. ITINERARY OF COMMISSION AND NAMES OF PUBLIC OFFICIALS, EMPLOYERS, AND LABOR REPRESENTATIVES.

Beginning in the last week of July, the inquiry was conducted without intermission until toward the end of December.

Messrs. Phillips, Mitchell, and Lord, representing the commission, held its first series of conferences in Boston. On August 4 a day was spent with the Massachusetts industrial accident board, the full State commission being present, viz, James B. Carroll, chairman; Robert E. Grandfield, secretary; and Dudley M. Holman, David T. Dickinson, Edward F. McSweeney, and Joseph A. Parks. In Boston the commission members also conferred with Mathias J. Nesdale, business agent of the Amalgamated Association of Street Railway Employees, and with a committee delegated by the Boston Central Labor Union for the purpose, consisting of Henry Sterling, chairman of the State Labor Federation's legislative committee; Arthur M. Huddell, president of the Hoisting and Portable Engineers' Union of Boston; Louis R. Sullivan, of the Hotel and Restaurant Employees' Organization, and A. C. Langlois, of the Metal Polishers and Buffers' Union.

On August 11 the next conference was held at the office of the Michigan industrial accident board at Lansing. Besides Messrs. Phillips, Mitchell, and Lord, of the commission, the participants in the proceedings were John E. Kinnane, chairman, and Ora E. Reaves, member of the board; John T. Winship, commissioner of insurance; and Robert K. Orr, assistant to the commissioner and manager of the accident fund; and J. M. Eaton, director of the accident prevention and relief organization of the Cadillac Motor Car Co., while among the representatives of labor were Claude O. Taylor, president, and Homer R. Waterman, secretary, of the State Federation of Labor; and Joseph Smith, Michigan district president of the Miners' Union; also E. C. Shields, attorney; and James Cunningham, labor commissioner.

The next morning, August 12, the three members of the commission met in Detroit, J. M. Eaton, of the Cadillac Motor Car Co., and Leslie B. Robertson, general counsel for the Ford Motor Co., who explained in detail the operation of the compensation act in respect to the two plants which they represented. In the afternoon a conference was held at the headquarters of the Federation of Labor, the following trade-union officials being present: Harry Colwell, business agent, and Guy Smith, national officer, of the Carpenters and Joiners' Union; J. E. McGlory and Samuel Tobin, Structural Iron Workers; Edward Francis, of the Building Trades Council; Henry Kummerfeld, president of the Detroit Federation of Labor; Stanley Anderson, president, and William Stitson, of the Detroit local union of the Street Railway Employees; Garrett F. Burns, of the Amalgamated Association of Street Railway Employees; Frank X. Martel, of the Typographical Union; John Gannon, of the Brewers' Association;

Messrs. Sauter, of the Beer Bottlers, and H. L. Hunt, of the Electrical Linemen, and several others whose names could not be obtained.

In the evening during a meeting at which insurance questions involved in compensation were discussed the following persons were present: F. A. Brown, of the Ocean Accident Guarantee Corporation; Frank Eaman, of Bowen, Douglass, Eaman & Barbour; C. M. Young, William M. Brown, and Floyd N. Dull, special agents of the Travelers Insurance Co.; Fred L. Witmire, attorney of the Employers' Liability Assurance Corporation; T. Cotter, of the London Guarantee & Accident Co.; Ora E. Reaves, member of the industrial accident board, of Lansing; F. S. Deneen, engineer the Chalmers Motor Co.; George J. Lieber, agency supervisor, Olen K. Underwood, investigator, and Eugene C. Marthwet, of the Aetna Life Insurance Co.; and Austin J. Spaulding, attorney for the Fidelity & Deposit Co. of Maryland.

The following morning, August 13, the insurance features of the Michigan act were further stated at conferences held at the offices of the Travelers Insurance Co. and the Aetna Life Insurance Co., those participating being Messrs. Hall, Fred L. Van Deveer, attorney Travelers Insurance Co.; George J. Lieber, agency supervisor, and Olen K. Underwood, investigator, Aetna Life Insurance Co.; Eugene C. Marthwet and J. Giebel, insurance representatives; and Ora E. Reaves, of the Michigan Industrial Accident Board.

On August 14 at the Builders and Trades' Exchange in Detroit the operation of the law as regards contractors and subcontractors was discussed with R. K. Logan, president the State Builders' Association of Michigan. An interview was also had with Elmer H. Dearth, general manager of the Michigan Workmen's Mutual Insurance Co. of Detroit.

In the afternoon at the Fellowcraft Club a conference was had with A. A. Templeton, of the Morgan & Wright Co.; H. W. Hoyt, of the Great Lakes Engineering Works; Robert McFate, of the Vinton Co.; R. K. Logan, president the State Builders' Association, of Saginaw, Mich.; John J. Whirl, secretary of the Employers' Association of Detroit; and Frank P. Johnston, vice president the Detroit Screw Works.

On August 15, in Columbus, Ohio, a meeting was had with Wallace D. Yaple, chairman of the Industrial Commission of Ohio and commissioner of the State board of arbitration; and William C. Archer, secretary of the industrial commission. In the afternoon, at his office in Columbus, Opha Moore, secretary of the Ohio Manufacturers' Association, presented his views as to the operation of the Ohio law.

On August 16, in Cleveland, a conference was held with S. W. Tener, manager accident and pension department of the American Steel & Wire Co.; Edward J. Hobday, secretary Cleveland Industrial Association; and Munson A. Havens, secretary of the Cleveland Chamber of Commerce.

On August 18 meetings followed in Cleveland with P. Hassenpflue, president of the Cleveland Federation of Labor; C. A. Roberts, secretary of the Employers' Association; William B. Stewart, attorney; Frank Ansell, assistant treasurer, H. P. Bingham, of the Bolt & Nut Co.; and Charles V. Lavan, of the State board of awards.

The following day Messrs. Phillips, Lord, and Mitchell had interviews in Chicago with Glen W. Traer, president of the Coal Operators' Liability Insurance Co.; J. C. Adderley, representing the Millers' Mutual and Printers' Mutual Casualty Insurance Cos.; F. J. Dammann, attorney for the Maryland Casualty Co.; John Fitzpatrick, president the Chicago Federation of Labor; and R. W. Campbell, chairman, and R. J. Young, secretary, of the safety committee, the Illinois Steel Co.

On August 21 the methods of its work were studied at the State capitol, Madison, Wis., with the industrial commission, C. H. Crownhart, chairman. August 22 conferences were had at Milwaukee with Frank J. Weber, corresponding secretary of the Federation of Trades Organizations and general organizer of the State Federation of Labor; John W. Mapel, of the Foster & Vogel Leather Co.; F. P. Blumenfeld, president, William G. Bruce, secretary, and Robert L. Frost, assistant secretary, of the Merchants & Manufacturers' Association; W. J. Fairbairn, secretary of the Metal Trades Employers' Association; A. T. Van Scoy, of the International Harvester Co.; Eltinge Elmore, retired; E. J. Kearney, secretary-treasurer of the Kearney & Trecker Co.; and S. M. Cantrovitz, president-treasurer of the Western Rawhide & Belting Co.

On October 2 the commission interviewed Gen. Lewis T. Bryant, commissioner of labor, and William E. Stubbs, secretary of the New Jersey employers' liability commission, at Trenton, in regard to the operation of the compensation act of that State.

Beginning November 18, Messrs. Phillips and Mitchell had conferences in Seattle, Wash., with Charles R. Case, president of the Washington Federation of Labor at the time the compensation law was enacted in that State; F. Dabney, of the Puget Sound Traction, Light & Power Co., of Seattle; C. W. Miles, manager the West Coast Lumber Manufacturers' Association, of Tacoma; and Hamilton Higday, former State industrial insurance commissioner. Edward F. McSweeney, member of the Massachusetts industrial accident board, who was authorized by the governor to accompany the commission on its western trip, was also present.

On the following day, at the New Richmond Hotel, Seattle, a trade-union view of compensation in California was given by Paul Scharrenberg, secretary-treasurer of the California State Federation of Labor, appointed to meet the commission by the California delegation attending the convention of the American Federation of Labor, then in session at Seattle.

On November 20, in Olympia, at the office of the industrial insurance commission of Washington, a conference was had with the following members: John H. Wallace; F. W. Hinsdale, chief auditor; Dr. J. W. Mowell, medical adviser; and R. Adair, statistician.

On November 26, Messrs. Phillips and Mitchell conferred at the Palace Hotel, San Francisco, with Messrs. Fisher, president the Metal Trades Employers' Association; and McGregor, of the Union Iron Works; Mr. Fowler; and Mr. Havens, attorney for the Metal Trades Employers' Association. In the afternoon the commission met A. J. Pillsbury, the chairman, Will J. French, and Harris Weinstock, of the industrial accident board of California.

TRADES CIRCULARIZED—COOPERATION OF EMPLOYERS' ORGANIZATIONS.

Questionnaires, letters, and descriptive circulars were sent to employers in manufacturing and all types of contracting, street railroads, and other public utilities, such as gas and electric light, and to proprietors of mercantile or department stores. The lists were so selected that they covered all trades and large as well as small employers, that every phase of the matter might be represented.

Among the employers' associations other than those elsewhere mentioned which assisted in the distribution of literature or furnished lists of their members are: The National Association of Box Manufacturers, Henry B. Maxwell, manager, Chicago; the Stove Founders' National Defense Association, Thomas J. Hogan, secretary, Chicago; the United States Brewers' Association; the Shoe and Leather Association, Thomas F. Anderson, secretary, Boston; the Builders and Traders' Exchange, Charles A. Bowen, secretary, Detroit; and local branches of such organizations as the Electrical Contractors' Association, C. E. Greenwood, assistant secretary, Boston; the National Metal Trades Association, Paul Blatchford, secretary, Chicago; the Master House Painters; and chambers of commerce. The employer members of the National Civic Federation also were covered.

In some States conditions required special lists to bring out facts covering the peculiarities of the laws.

In California there were secured lists of the 1,100 employers who had accepted the elective act, that their views might be obtained, and also lists of employers who rejected the act, for the purpose of learning the reasons for such action.

In Illinois there was used a list of employers rejecting the new compensation law, effective July 1, 1913, of which there were 500. There were also circularized in that State a large percentage of the 5,000 employers who refused to accept the preceding law, effective May 1, 1912, as well as employers operating under the present act, and the full membership of the Illinois Manufacturers' Association, John M. Glenn, secretary, Chicago; and the Tri-City Manufacturers' Association, H. A. Jansen, secretary, Moline.

In Kansas it was surprising to find so large a number of important concerns (500) which had elected not to accept the act. The official list of such employers was used in addition to covering the trades in general, as usual in all States.

In Massachusetts the special lists included not only 1,000 of the employers insured either in the Massachusetts Employees' Insurance Association or in each of the casualty and liability indemnity companies, but also the official list from the Massachusetts board of employers uninsured and not under the act. There were 17,000 employers in Massachusetts who accepted the act.

In Michigan there was used a list of the employers carrying their own risk; the full list of employers in the Workmen's Compensation Mutual Insurance Co.; the Michigan Manufacturers' Association, H. C. Hertz, secretary; and the Employers' Association of Detroit, John I. Whirl, secretary; and an official list, furnished by the State board, of employers who had adopted the act, and another of employers who had rejected it. The total who accepted the act in Michigan was 10,760.

In addition to general trade lists, especial assistance was given or lists were furnished as follows:

In New Jersey the Foundrymen's Association of Newark, Arthur E. Barlow, secretary, gave help in distributing literature.

In New Hampshire a special list was furnished by the labor department, comprising the 21 employers who had accepted the act.

In Nevada the 100 companies which rejected the law, according to official records, were addressed in particular.

In Rhode Island the large and small industries covered were especially cotton and jewelry manufacturers, as they are the biggest interests in that State.

In Wisconsin all members of the Employers' Mutual Liability Insurance Co., according to the list furnished by the State board, and those who were on the list of nonelections, amounting to 500 on October 6, were addressed, as well as those carrying their own risk, and the members of the Merchants and Manufacturers' Association, William G. Bruce, secretary, Milwaukee.

In Ohio a list was furnished by the industrial commission, giving representative employers who had adopted the State plan of insurance. The total number who had come under the act amounted to 2,100 to 2,700. The Industrial Association of Cleveland, Edward J. Hobday, secretary, gave special service in distributing literature.

In Washington 3,000 of the 6,000 given in the official report of the Washington State Industrial Insurance Commission for the 12 months ending September 30, 1912, were addressed.

Others who were consulted and interviewed were: George H. Webb, commissioner of the bureau of industrial statistics, Providence, R. I.; Lee H. Ott, chairman public service commission, Charleston, W. Va.; P. J. Watrous, secretary of the Wisconsin Industrial Insurance Commission; James M. Carter, secretary of the Builders' Association Exchange, Buffalo, N. Y.; Walter S. Bucklin, secretary Massachusetts Employees' Insurance Association, Boston, Mass.; P. Tecumseh Sherman, attorney, New York City; H. B. Bradbury, attorney, New York City; and John B. McPherson, secretary of the Civic Federation of New England, Boston, Mass.

STATE INSURANCE DEPARTMENTS.

Illinois, Rufus M. Potts, superintendent.....Springfield.
Kansas, Ike S. Lewis, superintendent.....Topeka.
Massachusetts, Frank H. Hardison, commissioner.....Boston.
Michigan, Robert K. Orr, manager accident fund.....Lansing.
Minnesota, J. A. O. Preus, commissioner.....St. Paul.
New Jersey, Thomas K. Johnston, deputy commissioner....Trenton.
New York, William T. Emmet, superintendent.....New York City.
Texas, W. W. Collier, commissioner.....Austin.
Washington, F. W. Hinsdale, chief auditor.....Olympia.
Wisconsin, Herman L. Ekern, commissioner.....Madison.
Canada:
William Fitzgerald, superintendent.....Ottawa.
Alphonse Gagnon, secretary department of public works and labor.....Quebec.

LIST OF EMPLOYERS.

There are listed below names of a portion of the firms which lent their assistance through correspondence, sufficient in number and location to indicate the extent of the inquiry according to the peculiarities of the laws in the respective States. Interstate corporations are given under the States in which they have had the greatest experience:

CALIFORNIA.

Alameda County Home Builders (Inc.)	Berkeley.
Albion Lumber Co., F. H. Manss	Albion.
American Marble & Mosaic Co	San Francisco.
Anchor Laundry Co	Los Angeles.
H. T. Anderson	Visalia.
Bickford & Wilson	Los Angeles.
Bishop Creek Milling Co., Paul E. Lodge, local agent	Bishop.
R. C. Blackwell	Fresno.
Samuel Bloom & Sons Co	San Francisco.
Bluxome & Co., J. D. Bluxome	San Francisco.
California Boiler Works	San Francisco.
California Corrugated Culvert Co	West Berkeley.
California Dental Supply Co., Roswell P. Annin, secretary	Los Angeles.
F. E. Carter	Los Angeles.
Contra Costa Construction Co., George M. Mott, vice president	Berkeley.
Walter H. Creighton	Oakland.
Cyclops Iron Works	San Francisco.
Norris K. Davis	San Francisco.
F. Duhring	Sonoma.
Eagle Laundry Co	San Francisco.
Emeryville Planing Mill Co	Emeryville.
The Emporium	San Francisco.
Enterprise Foundry Co	San Francisco.
Enterprise Laundry Co., O. W. Boeselse, manager	Santa Barbara.
Garden City Implement & Vehicle Co	San Jose.
C. M. Gifford & Son	San Diego.
Hale Bros. (Inc.)	San Francisco.
Hercules Powder Co., H. H. Eastman	San Francisco.
F. L. Hieatt Brick & Tile Co	San Diego.
C. J. Hillard Co	San Francisco.
Holton Interurban Railway Co	Redlands.
E. Clemens Horst Co	San Francisco.
Hotpoint Electric Heating Co	Ontario.
Hunt Bros. Co	Hayward.
Judson Manufacturing Co	San Francisco.
Judson Paint & Grinding Co	West Berkeley.
Limoneira Co	Santa Paula.
Los Angeles Gas & Electric Corporation	Los Angeles.
Los Angeles Laundry Co., K. E. Morgan, president	Los Angeles.
Peter Lynch	Napa Junction.
H. C. MacCaulay Foundry Co. (Inc.)	Berkeley.
Marine Electric Co	San Francisco.
Mercantile Realty Co	San Francisco.
Metal Weld Co	San Francisco.
Metten & Gebhardt	San Francisco.
Model Laundry	Long Beach.
Moore & Burlingame	San Francisco.
Casa Nerdugo (Inc.)	Los Angeles.
New Method Laundry Co	Los Angeles.
New Pennsylvania Petroleum Co	Santa Maria.
Noble Electric Steel Co., E. S. Morgan, secretary	San Francisco.
Northern California Power Co., Consolidated	San Francisco.
North Star Mines Co	Grass Valley.
The Norton Tanning Co., C. Jamison	San Francisco.
Old Homestead Bakery	San Francisco.

Pacific Rolling Mill Co. ..... San Francisco.
Pacific Sanitary Manufacturing Co ..... San Francisco.
Pacific Telephone & Telegraph Co ..... San Francisco.
Payne's Bolt Works ..... San Francisco.
Pelton Water Wheel Co., Edward L. Brayton, president ..... San Francisco.
S. Petersen & Son ..... San Francisco.
Quincy Western Railway Co ..... San Francisco.
Red Star Laundry Co., J. B. Leaman ..... San Jose.
San Diego Consolidated Brewing Co ..... San Diego.
Santa Paula Garage-Machine Co ..... Santa Paula.
Santa Paula Hardware Co ..... Santa Paula.
Scoville Iron Works ..... Oakland.
H. K. Small & Sons ..... Riverside.
Smith-Booth-Usher Co., H. P. Usher, treasurer ..... Los Angeles.
C. A. Smith Lumber Co ..... Oakland.
Southern California Edison Co., R. H. Ballard, secretary and assistant general manager ..... Los Angeles.
South San Francisco Belt Railway ..... San Francisco.
Southwestern Home Telephone Co ..... Redlands.
Standard Oil Co ..... San Francisco.
Steiger & Kerr Stove & Foundry Co ..... San Francisco.
Sterling Iron Works ..... Stockton.
Swan The Painter (Inc.), J. S. Swan, president ..... San Francisco.
Adolph Teichert & Son ..... Sacramento.
Joseph S. Thompson ..... San Francisco.
Thompson Bros ..... San Francisco.
Threlkeld, Blohm & Co ..... San Francisco.
Thurston & Co., E. C. Kruse, jr ..... San Francisco.
Tieslau Bros ..... Berkeley.
Tightner Mines Co ..... Grass Valley.
Toulouse & Delorieux Co. (Inc.) ..... San Francisco.
Troy Laundry Co ..... Pasadena.
Union Iron Works Co., J. A. McGregor, president ..... San Francisco.
Walker & Hener ..... San Francisco.
Weinstock, Lubin & Co., I. Loerch ..... Sacramento.

ILLINOIS.

Acme Steel Goods Co., James B. MacMurray, president ..... Chicago.
Albion Shale Brick Co ..... Albion.
Allith-Prouty Co ..... Danville.
Andrews Wire & Iron Works, Charles Andrews, jr., secretary-treasurer ..... Rockford.
Avery Co., G. L. Avery, secretary ..... Peoria.
The Barr Clay Co ..... Streator.
G. Bossenga Co ..... Chicago.
Central Union Telephone & Telegraph Co ..... Chicago.
Chicago & North Western Railway Co ..... Chicago.
Chicago Automatic Machine Co ..... Chicago.
Chicago, Burlington & Quincy Railroad Co., H. E. Byram, vice president ..... Chicago.
Chicago Hardware Foundry Co ..... North Chicago.
Chicago Mill & Lumber Co ..... Chicago.
J. L. Clark Manufacturing Co ..... Rockford.
John Coleman ..... Mount Carmel.
The Combination Fountain Co ..... Decatur.
Commonwealth Edison Co., John F. Gilchrist, assistant to president ..... Chicago.
Commonwealth Steel Co ..... Granite City.
Continental Bridge Co ..... Peotone.
J. C. Deacon Co ..... Chicago.
Decatur Brewing Co., Frank Shlandeman, president and treasurer ..... Decatur.
Decatur Bridge Co ..... Decatur.
Deere & Co., L. A. Paradise, superintendent ..... Moline.
Desaulniers & Co ..... Moline.
Dobson Manufacturing Co ..... Rockford.

Elgin National Watch Co., Charles H. Hubbard, president..Chicago.
Felt & Tarrant Manufacturing Co.....Chicago.
Fürst & Fanning.....Chicago.
William Ganschow Co.....Chicago.
Cesaire Gareau.....Chicago.
General Roofing Manufacturing Co.....East St. Louis.
Goetz Co.....Chicago.
Green Bros. Box & Lumber Co.....Rockford.
Hart Grain Weigher Co.....Peoria.
R. Herschel Manufacturing Co., C. E. Edes, auditor.....Peoria.
Hibbard, Spencer, Bartlett & Co., F. L. Macomber, credit manager.....Chicago.
P. Hohenadel, jr., Canning Co.....Rochelle.
Illinois Central Railroad Co., Blewett Lee, general solicitor..Chicago.
Illinois Glass Co., Charles G. Caskey, manager insurance department.....Alton.
Illinois Knitting Co., P. C. Withers, president.....Mount Vernon.
Illinois Packing Box Co., John J. Haggerty.....Chicago.
Illinois Steel Co.....Chicago.
Imperial Brass Manufacturing Co.....Chicago.
Independent Harvester Co.....Plano.
J. B. Inderrieden Co.....Chicago.
International Harvester Co., L. A. Rauney, secretary.....Chicago.
The International Register Co.....Chicago.
Interstate Light & Power Co., H. Gordon, manager insurance department.....Galena.
The John Crerar Library, Clement W. Andrews, librarian....Chicago.
W. A. Jones Foundry & Machine Co.....Chicago.
Keystone Steel & Wire Co., B. L. Sommer, secretary-treasurer.....Peoria.
Kimble Electric Co.....Chicago.
George H. Kirk.....Chicago.
Mathias Klein & Sons.....Chicago.
Klipfel Manufacturing Co., John Schulz, secretary-treasurer.Chicago.
Kroeschell Bros. Ice Machinery Co.....Chicago.
Lammert & Mann.....Chicago.
Leader Iron Works.....Decatur.
Leisy Brewing Co.....Peoria.
Max Levy & Co.....Chicago.
E. W. Lewis Roofing Co.....Rock Island.
Link-Belt Co.....Chicago.
A. Lucas & Sons.....Peoria.
Ludowici-Celadon Co.....Chicago.
McDonald Machine Co.....Chicago.
McNeill, Lauff & McNeill.....Chicago.
H. Z. Mallen & Co.....Chicago.
Mears-Slayton Lumber Co.....Chicago.
Miehle Printing Press & Manufacturing Co., L. T. Austermell, secretary-treasurer.....Chicago.
Missouri Malleable Iron Co.....East St. Louis.
Moline Automobile Co.....East Moline.
Moline Furniture Works.....Moline.
Moline Scale Co.....East Moline.
Moline Tool Co.....Moline.
Monarch Box Co.....Chicago.
Mount Vernon Car Manufacturing Co., W. C. Arthurs, president.....Mount Vernon.
H. Mueller Manufacturing Co.....Decatur.
Mutual Wheel Co., George McMaster, secretary-treasurer...Moline.
National Cooperage & Woodenware Co.....Peoria.
National Manufacturing Co.....Sterling.
William R. Perrin & Co.....Sycamore.
C. E. Peterson Co.....Chicago.
Pyott Foundry Co.....Chicago.
Raike, Friedman & Co.....Chicago.
Raymond Bros. Impact Pulverizer Co., C. M. Lauritzen, vice president and manager.....Chicago.

Eugene O. Reed Co. (Inc.).....Chicago.
Evans L. Reed Mfg. Co.....Sterling.
Regensteiner Colortype Co.....Chicago.
Renaud Roofing Co.....Chicago.
The Rice & Hutchins Chicago Co., W. G. Colvin, treasurer and manager.....Chicago.
O. W. Richardson & Co.....Chicago.
Rockford City Traction Co.....Rockford.
Rockford & Interurban Co.....Rockford.
Rockford Mitten & Hosiery Co.....Rockford.
Rock Island Brewing Co.....Rock Island.
Rock Island Stove Co.....Rock Island.
The Root & Van Dervoort Engineering Co.....East Moline.
Rosenbaum Bros., Wm. C. Renstrom, secretary.....Chicago.
Rosenwald & Weil.....Chicago.
Roth Bros. & Co.....Chicago.
Rueckheim Bros. & Eckstein.....Chicago.
Russell, Burdsall & Ward Bolt & Nut Co., A. S. Bradford, manager.....Rock Falls.
The Peter Schoenhofen Brewing Co., R. Ostenrieder, secretary-treasurer.....Chicago.
Sandwich Mfg. Co., C. A. Phelps.....Sandwich.
The Scarborough Co.....Chicago.
Schiller Piano Co.....Oregon.
A. J. Schindler Co.....Chicago.
Albert Schwill & Co.....Chicago.
Sears, Roebuck & Co.....Chicago.
D. M. Sechler Implement & Carriage Co.....Moline.
The Sefton Mfg. Co.....Chicago.
Selz, Schwab & Co.....Chicago.
The Seng Co.....Chicago.
Sewell Clapp—Envelopes.....Chicago.
The Henry O. Shepard Co.....Chicago.
F. Siegel & Bros.....Chicago.
Simpson, Bevans & Co.....Chicago.
Skandia Furniture Co.....Rockford.
Smith & Phillips Mfg. Co.....Chicago.
F. P. Smith Wire & Iron Works, F. P. Smith.....Chicago.
A. G. Spalding Mfg. Co.....Chicago.
Staver Carriage Co.....Chicago.
Streator Aqueduct Co.....Streator.
Stromberg, Allen & Co.....Chicago.
Strube Machine Works.....Chicago.
Sullivan Machinery Co., Frederick K. Copeland, president..Chicago.
Robert Tarrant.....Chicago.
The Temple Pump Co.....Chicago.
Tyler & Hippach.....Chicago.
Union Furniture Co., P. A. Peterson, president.....Rockford.
Union Wire Mattress Co.....Chicago.
United Coal Mining Co.....Chicago.
United States Equipment Co.....Chicago.
United States Slicing Machine Co.....Chicago.
United States Steel Corporation, Raynal C. Bolling, general solicitor.....Chicago.
Universal Portland Cement Co.....Chicago.
Vaughan & Bushnell Mfg. Co.....Chicago.
Weems Laundry Co.....Quincy.
Weis-Peterson Box Co.....Cairo.
Wells, Fargo & Co., Richard Burr, assistant comptroller....Chicago.
Western Brewery Co.....Belleville.
Western Felt Works.....Chicago.
The Western Glass Co.....Streator.
Whiting Foundry Equipment Co.....Harvey.
Wilder & Co.....Chicago.
Willis & Sons Co.....Moline.
F. Cortez Wilson & Co., George Landis Wilson, president..Chicago.
Wilson Bros.....Chicago.

Charles T. Wilt.....Chicago.
J. H. Winterbotham & Sons.....Chicago.
Torris Wold & Co.....Chicago.
Wolf, Sayer & Heller, G. Reichardt, assistant treasurer....Chicago.
Woolner Distilling Co.....Peoria.
Wright Carriage Body Co.....Moline.
The Rudolph Wurlitzer Co., E. H. Uhl, manager.....Chicago.
The Zangerle & Peterson Co.....Chicago.
William Zoeller Co.....Chicago.

KANSAS.

The Atchison Revolving Door Co.....Independence.
Besse Cockerill Coal Co.....Pittsburg.
The Carlisle-Pennell Lumber Co., William Carlisle, president and general manager.....Atchison.
The Cement Stone & Supply Co.....Wichita.
Central Sash & Door Co.....Topeka.
Chicago Lumber & Coal Co.....Concordia.
Chicago, Rock Island & Pacific Railway, A. E. Sweet, general manager.....Topeka.
Clay County Creamery Co.....Clay Center.
A. B. Clippinger & Sons.....Kansas City.
The Coffeyville Vitrified Brick & Tile Co.....Coffeyville.
The Coleman Lamp Co.....Wichita.
The Frank Colladay Hardware Co.....Hutchinson.
Continental Cereal Co.....Leavenworth.
C. L. Cowan.....Iola.
Crane & Co., F. S. Crane, president.....Topeka.
The Crescent Produce Co.....Newton.
G. Dahlin & Sons.....Kansas City.
The Davis Mercantile Co.....Topeka.
The Ellsworth-Klaner Construction Co.....Pittsburg.
The Hauser-Garrison Dry Goods Co.....Wichita.
The Helmers Manufacturing Co., H. J. Helmers, jr., vice president.....Leavenworth.
Henneberry & Co.....Arkansas City.
T. M. Hobson.....Paola.
Hodges Bros.....Edgerton.
Hodgins Kaczynski.....Kansas City.
E. Horn Co.....Topeka.
J. M. Hussey.....Wichita.
The Iola Portland Cement Co., J. A. Wheeler, secretary....Iola.
H. M. Ives & Sons.....Topeka.
Arthur Jacobson.....Garden City.
Johnson & Beck.....Topeka.
State of Kansas, Charles H. Sessions, secretary of state....Topeka.
The Kansas Buff Brick & Manufacturing Co.....Buffville.
The Kansas Chemical Manufacturing Co.....Hutchinson.
Kansas Oil Refining Co.....Coffeyville.
C. A. Karlan Furniture Co.....Topeka.
The Kaw Package Manufacturing Co.....Topeka.
The Kaw Paving Co., H. A. Kingsley, vice president and manager.....Topeka.
Kaw Valley Icing Co.....Topeka.
The Lakin-McKey Manufacturing Co.....Fort Scott.
The McCleery Lumber Co.....Topeka.
The George T. McGrath Coal Co., George T. McGrath, president.....Pittsburg.
The S. D. McNaghten Shoe Manufacturing Co.....Wichita.
The Martin Metal Manufacturing Co.....Wichita.
The Massey Iron Co.....Wichita.
The Merritt-Schwier Creamery Co.....Great Bend.
The Missouri Bridge & Iron Co., E. H. Connor, vice president and chief engineer.....Leavenworth.
National Bedding Co.....Leavenworth.
The New England Building Co.....Topeka.

North Star Manufacturing Co.....Coffeyville.
Peet Bros. Manufacturing Co.....Kansas City.
Pittsburg Marble Works.....Pittsburg.
Quality Troy Laundry.....Wichita.
William Schick Manufacturing Co.....Topeka.
George A. Shaul.....Seneca.
F. M. Spencer & Son.....Topeka.
The Steffen-Bretch Ice & Ice Cream Co.....Wichita.
J. J. Stephenson Coal Co.....Pittsburg.
W. A. L. Thompson Hardware Co.....Topeka.
Topeka Cold Storage, Ice & Fuel Co.....Topeka.
J. H. Turner.....Wichita.
United Sash & Door Co.....Wichita.
The Uhrich Planing Mill Co.....Independence.
The Western Iron & Foundry Co.....Wichita.
Western Sign Works Co.....Wichita.
A. J. Wright.....Wichita.
R. B. Yoakum.....Leavenworth.

MASSACHUSETTS.

F. B. Alexander.....West Newton.
American Book Co., Frank A. Fitzpatrick, manager.....Boston.
American Can Co.....Boston.
American Express Co., C. W. Robie, assistant general manager.....Boston.
American Felt Co., C. I. De Witt, supervisor of plants.....Boston.
American Printing Co.....Fall River.
American Soda Fountain Co., Thomas J. Morton, jr., secretary.....Boston.
Andrews-Wasgatt Co.....Everett.
Arey Bros.....Boston.
Attleboro Refining Co.....Attleboro.
J. W. Aulson & Sons.....Lynn.
W. L. Bacon.....New Bedford.
S. R. Bailey & Co. (Inc.).....Amesbury.
Bain Bros. Co.....Boston.
C. H. Bangs Druggists' Fixture Co., C. L. Bangs, treasurer..Boston.
A. J. Bates Co.....Webster.
Bay State Street Railway Co., P. F. Sullivan, president...Boston.
Berkshire Cotton Manufacturing Co.....Adams.
Besse, Osborn & Odell (Inc.).....Boston.
Bird & Son.....East Walpole.
Bliss & Perry Co.....Newburyport.
J. G. Blount Co.....Everett.
Boston Chamber of Commere, Daniel D. Morse, treasurer..Boston.
Boston Coupling Co.....Boston.
Boston Manufacturing Co., Arthur T. Lyman, president...Waltham.
Boston Protective Department, Edward Spaulding, secretary-treasurer.....Boston.
Boston Rubber Shoe Co., W. C. Piper, general superintendent.....Malden.
Boston & Albany Railroad, H. M. Biscoe, vice president..Boston.
Boston & Maine Railroad, Charles S. Pierce, assistant general solicitor.....Boston.
Bowler Bros. (Ltd.), William F. Donoghue.....Worcester.
E. D. Brigham.....Ashburnham.
Bristol Patent Leather Co.....Boston.
Brockton Heel Co.....Campello.
Brown-Wales Co., William O. Wales, treasurer.....Boston.
J. F. Buckley.....Needham.
The Cass & Daley Shoe Co.....Salem.
H. A. Chester & Co.....Boston.
Churchill & Alden Co.....Brockton, Campello.
The Commonwealth Shoe & Leather Co., Charles H. Jones..Boston.
Creese & Cook Co.....Danvers.
Frank A. Cutting.....Boston.

Dennison Manufacturing Co.....Framingham.
H. P. Dion.....New Bedford.
Clarence T. Dooley, C. T. Dooley.....Cambridge.
W. L. Douglas Shoe Co.....Brockton.
Eagle Shoe Manufacturing Co., Frank T. Johanson.....Everett.
Charles A. Eaton Co., A. L. McDonald, treasurer.....Brockton.
Edgeworth Mill.....Worcester.
Edison Electric Illuminating Co. of Boston, H. W. Moses, superintendent welfare bureau.....Boston.
Eldredge & Son.....Milford.
George H. Ellis Co.....Boston.
Emerson Shoe Co.....Rockland.
L. B. Evans' Son Co., A. L. Evans.....Wakefield.
E. & R. Laundry Co.....Worcester.
Fall River Automatic Telephone Co.....Fall River.
Farley, Carney & Co.....Boston.
Finlanders Stock Co.....Fitchburg.
Fitchburg Foundry Co, M. J. Perault, proprietor.....Fitchburg.
Fitchburg Steam Engine Co.....Fitchburg.
Foster Bros.....Boston.
George A. Fuller Co.....Boston.
Goodell-Pratt Co., William M. Pratt, president.....Greenfield.
H. R. Grant.....Everett.
J. J. Grover's Sons.....Lynn.
Harding Uniform & Regalia Co., A. Smith, treasurer.....Boston.
Hickman & Doucette (Inc.).....Brockton.
Hilliard & Merrill (Inc.).....Lynn.
H. A. Holder.....Boston.
Hood Rubber Co., F. C. Hood, general manager.....Watertown.
A. J. Houghton Co.....Boston.
James Hunter Machine Co.....North Adams.
International Instrument Co.....Cambridge.
J. W. & E. F. Johnson.....Woburn.
Keith Car & Manufacturing Co.....Sagamore.
Preston B. Keith Shoe Co.....Brockton.
Keough Electric Co.....Boston.
Kingman & Swift.....Brockton.
Allan A. Kingsbery.....Medfield.
Leonard, Shaw & Dean.....Middleboro.
Leopold Morse Co.....Boston.
Edwin C. Lewis (Inc.).....Boston.
Frederick Leyland & Co. (Ltd.).....Boston.
Lord Electric Co.....Boston.
D. Lovejoy & Son.....Lowell.
Ludlow Manufacturing Associates, Malcolm B. Stone, treasurer.....Boston.
J. Lunan & Sons.....Fall River.
W. H. McElwain Co., Clifford P. Warren, assistant secretary.....Boston.
J. H. McNamara.....Allston.
Malden & Melrose Gas Light Co.....Boston
Maple Street Laundry.....Fall River.
C. S. Marshall Co.....Brockton.
H. Newton Marshall Co.....Boston.
Massachusetts Cremation Society.....Boston.
Metropolitan Coal Co.....Boston.
Milford Iron Foundry.....Milford.
Milne & Chalmers (Inc.).....Quincy.
Morgan's Pharmacy, A. B. Morgan, Ph. G.....Malden.
Morgan Spring Co.....Worcester.
National Express Co.....Boston.
Naumkeag Steam Cotton Co., S. Parker Bremer.....Salem.
John D. Newall.....Lawrence.
The New England Steamship Co., J. Howland Gardner, vice president.....Fall River.
New England Steamship Co., J. Howland Gardner, vice president.....New Bedford.
New England Tank & Tower Co.....Boston.

New England Telephone & Telegraph Co., Walter T. Hannigan, secretary.....Boston.
The New Home Sewing Machine Co.....Orange.
Norris Noiseless Pedal Action Co., Albert F. Norris, president.....Stoughton.
Norton Co., Aldus C. Higgins, secretary.....Worcester.
Olmsted Bros.....Brookline.
Olson & Johnson.....Revere.
Parkhill Manufacturing Co.....Fitchburg.
M. H. Parks Co.....Waterville.
Penniman & James.....Cambridge.
Pentucket Laundry.....Haverhill.
Thomas G. Plant Co.....Jamaica Plain.
Plymouth Electric Light Co.....Plymouth.
Pontoosuc Woolen Manufacturing Co., Thomas F. Plunkett.Pittsfield.
Herbert S. Potter.....Boston.
Red Star Line.....Boston.
Reid & Hughes Co.....Lawrence.
Richardson Manufacturing Co.....Worcester.
Robert Robertson Co.....Beverly.
Shaw Stocking Co., Will H. Howe.....Lowell.
John Shea.....Lawrence.
A. W. Sherman.....North Marshfield.
Simonds Manufacturing Co.....Fitchburg.
Slipper City Wood Heel Co.....Haverhill.
L. E. Smith Co.....Gloucester.
Smith Carr Baking Co.....Greenfield.
Smith & Dove Manufacturing Co.....Andover.
Spencer & Co.....Everett.
Springfield Breweries Co., James A. Gibbons, assistant treasurer.....Springfield.
Springfield Webbing Co.....Springfield.
Standard Tire & Rubber Co.....Springfield.
Star Brewing Co.....Boston.
Stetson Shoe Co., A. C. Heald, treasurer.....South Weymouth.
B. F. Sturtevant Co.....Hyde Park, Boston.
Sunshine Laundry.....Brookline.
Swan Electric Co.....Boston.
Talbot Mills.....North Billerica.
H. L. Thomas & Co.....Swampscott.
Thomson-Crooker Shoe Co.....Boston.
Tide-Water Broken Stone Co., Eugene R. Atwood, treasurer.Quincy.
United Shoe Machinery Co., M. B. Kaven.....Boston.
Wachusett Shirt Co.....Leominster.
A. L. Wales.....Groveland.
Waltham Watch Co., Harry L. Brown, treasurer.....Waltham.
Walworth Manufacturing Co., Howard Condey, president..Boston.
Weir Stove Co.....Taunton.
Wells Bros. Co., L. M. Lamb, assistant treasurer.....Greenfield.
The Wire Goods Co., H. B. Douglas, superintendent.....Worcester.
C. A. Woolley & Co.....East Boston.
Worcester Pressed Steel Co., Henry H. Knapp.....Worcester.
Wyman & Gordon Co.....Worcester.
M. Zimmerman Co.....Boston.

MICHIGAN.

Acme White Lead & Color Works.....Detroit.
Ahmeek Mining Co.....Calumet.
W. O. Albig Department Store.....Adrian.
Albion Lumber Co.....Albion.
Albion Malleable Iron Co.....Albion.
Alert Pipe & Supply Co., Edward J. Bissell, president.....Bay City.
Allegan Mirror & Frame Co.....Allegan.
Allouez Mining Co.....Allouez.
Alpena Hide & Leather Co.....Alpena.
Amazon Knitting Co.....Muskegon.

American Blower Co., C. H. Gifford, treasurer.....Detroit.
American-Boston Mining Co.....Diorite.
American Brass & Iron Co.....Detroit.
American Car & Foundry Co., E. D. Alexander, adjuster...Detroit.
American Fork & Hoe Co.....Jackson.
American National Bank.....Benton Harbor.
American Seating Co., J. S. Stiles, manager.....Grand Rapids.
American Wire Fabrics Co.....Niles.
Anderson Electric Car Co., Elmer H. Dearth, secretary and general manager.....Detroit.
Antrim Iron Co.....Grand Rapids.
Auto Body Co.....Lansing.
Auto Crank Shaft Co., A. H. Pearson, purchasing agent....Detroit.
Bacon Manufacturing Co.....Pontiac.
Bardeen Paper Co.....Otsego.
William Barie Dry Goods Co.....Saginaw.
Baxter Laundry Co., H. F. Baxter.....Grand Rapids.
James Bayne Co.....Grand Rapids.
Estate of P. D. Beckwith (Inc.).....Dowagiac.
Belding Bros. & Co.....Belding.
Belknap Wagon Co.....Grand Rapids.
Bennett Fuel & Ice Co.....Grand Rapids.
Benton Harbor Malleable Foundry Co.....Benton Harbor.
Berry Bros. (Inc.).....Detroit.
Bissell Carpet Sweeper Co., F. M. Deane, treasurer.....Grand Rapids.
Blood Bros. Machine Co.....Kalamazoo.
Briggs & Cooper Co. (Ltd.).....Saginaw.
A. E. Brooks & Co.....Grand Rapids.
Brooks Manufacturing Co.....Saginaw.
Brotherton Iron Mining Co.....Wakefield.
Brown & Seler Co.....Grand Rapids.
Bryant Paper Co.....Kalamazoo.
J. H. Bueker's Manufacturing Co.....Detroit.
Buffalo Iron Mining Co.....Iron River.
Buhl Malleable Co., S. A. Commons, secretary-treasurer....Detroit.
Buick Motor Co., F. A. Allen, assistant secretary-treasurer.Flint.
Burroughs Adding Machine Co., E. P. Wenger, assistant secretary-treasurer.....Detroit.
Cadillac Chemical Co.....Cadillac.
Cadillac Gas Light Co.....Cadillac.
Cadillac Handle Co.....Cadillac.
Cadillac Motor Car Co.....Detroit.
Calumet & Hecla Co.....Calumet.
C. D. Carpenter.....Big Rapids.
Cartercar Co.....Pontiac.
Celfor Tool Co., M. W. Hanlin, general manager.....Buchanan.
Centennial Copper Mining Co.....Calumet.
Central Boiler Works, Charles E. McGregor, proprietor.....Detroit.
Central Paper Co.....Muskegon.
Challenge Machinery Co.....Grand Haven.
Challenge Refrigerating Co.....Grand Haven.
Chalmers Motor Co., W. P. Bradley, insurance department..Detroit.
Champion Brass Works.....Coldwater.
E. Chapple & Co.....Belding.
Cheboygan Flour Mill Co.....Cheboygan.
Cheboygan Paper Co.....Cheboygan.
Chevrolet Motor Co.....Flint.
Citizens Light & Power Co., H. A. Fee, manager.....Adrian.
City Plumbing Co.....St. Joseph.
Cleveland-Cliffs Iron Co., W. H. Moulton, secretary.....Ishpeming.
Cliff Mining Co.....Calumet.
Clipper Belt Lacer Co., F. A. Stone, secretary-treasurer....Grand Rapids.
Cobbs & Mitchell (Inc.).....Cadillac.
Colonial Laundry Co.....Detroit.
Colonial Manufacturing Co., Herman Miller, manager.....Zeeland.
Cooney & Smith.....Saginaw.
Cooper, Wells & Co.....St. Joseph.

Covel Manufacturing Co.....Benton Harbor.
Crowley, Milner & Co.....Detroit.
Cummer-Diggins Co.....Cadillac.
Dahm & Fanning Co.....Grand Rapids.
Daisy Manufacturing Co., E. C. Hough, treasurer.....Plymouth.
Dake Engine Co.....Grand Haven.
DeFoe Boat & Motor Works.....Bay City.
Detour Dock Co.....Detour.
Detroit Brass Works.....Detroit.
Detroit City Gas Co.....Detroit.
Detroit Fire & Marine Insurance Co., A. H. McDonel, secretary.....Detroit.
Detroit Foundry Co.....Detroit.
Detroit Fuse & Manufacturing Co.....Detroit.
Detroit Gear & Machine Co.....Detroit.
Detroit Insulated Wire Co.....Detroit.
Detroit Lumber Co.....Detroit.
Detroit Steel Products Co.....Detroit.
Detroit Stove Works.....Detroit.
Detroit Wire Bound Box Co.....Detroit.
Dr. Denton Sleeping Garment Mills, T. M. Thomas, manager.....Centerville.
Dodge Bros.....Detroit.
W. J. Dowsett Co.....Jackson.
Durant-Dort Carriage Co.....Flint.
Eastern Michigan Edison-Washtenaw Division.....Ann Arbor.
East Jordan Clay Products Co., B. E. Waterman, secretary.....East Jordan.
East Jordan Lumber Co.....East Jordan.
East Jordan Planing Mills Co., B. E. Waterman, vice president and treasurer.....East Jordan.
Eberle Brewing Co.....Jackson.
Edson, Moore & Co.....Detroit.
Enameled Tank Co., H. E. Roether, secretary.....Kalamazoo.
Enterprise Foundry Co.....Detroit.
Escanaba & Lake Superior Railroad Co., C. W. Kates, general superintendent.....Wells.
Eureka Machine Co.....Lansing.
Fairview Coal & Supply Co.....Detroit.
Federal Motor Truck Co.....Detroit.
Henry Feige & Son.....Saginaw.
Fletcher Paper Co.....Alpena.
J. B. Ford Co.....Wyandotte.
Ford Motor Co., L. B. Robertson, general attorney.....Detroit.
Thomas Forman Co.....Detroit.
E. B. Foss & Co.....Bay City.
Foster Stevens & Co.....Grand Rapids.
Frost Gear & Machine Co.....Jackson.
Ferguson Manufacturing Co.....Lansing.
Furniture Mutual Insurance Co., Francis D. Campau, counsel.....Grand Rapids.
Gardner, Peterman & Co.....Saginaw.
General Fire Extinguisher Co., of Michigan.....Detroit.
General Gas Light Co.....Kalamazoo.
Gilmore Bros.....Kalamazoo.
Goodwillie Bros.....Manistique.
J. C. Goss Co.....Detroit.
Grande Brick Co.....Grand Rapids.
Grand Ledge Chair Co.....Grand Ledge.
Grand Rapids Bookcase & Chair Co.....Hastings.
Grand Rapids Brewing Co.....Grand Rapids.
Grand Rapids Brush Co.....Grand Rapids.
Grand Rapids Hardware Co.....Grand Rapids.
Grand Rapids Refrigerator Co., C. H. Leonard, president.....Grand Rapids.
Gray Motor Co.....Detroit.
Great Lakes Engineering Works.....Detroit.
Great Lakes Laundry Co.....Sault Ste. Marie.
Greenwood Lumber Co.....Ontonagon.

Gunn Furniture Co.....Grand Rapids.
Hammond, Standish & Co.....Detroit.
Hardware Supply Co., C. L. Frost, president.....Grand Rapids.
Hartford Stave Co.....Hartford.
Hartwick Lumber Co.....Detroit.
A. Harvey's Sons Manufacturing Co.....Detroit.
Hastings Table Co.....Hastings.
J. F. Hasty & Sons.....Detroit.
Hayes-Ionia Co.....Ionia.
H. C. & S. W. Railway Co.....Chassell.
Charles Hebard & Sons (Inc.).....Pequaming.
Hemlock River Mining Co.....Amasa.
Herzog Art Furniture Co.....Saginaw.
Himes Manufacturing Co.....Lansing.
Holland Furniture Co.....Holland.
Holland-St. Louis Sugar Co.....Holland.
Holland Shoe Co.....Holland.
Holton Co.....Jackson.
Home Laundry Co.....Flint.
Houghton Copper Co.....Dodgeville.
J. L. Hudson Co.....Detroit.
Hudson Motor Car Co.....Detroit.
Humphrey Co.....Kalamazoo.
Hupp Motor Car Co.....Detroit.
Huron Portland Cement Co.....Detroit.
Imperial Wheel Co.....Flint.
Indiana Box Co.....Muskegon.
Frederick F. Ingram Co.....Detroit.
Ireland & Matthews Manufacturing Co.....Detroit.
Isle Royale Copper Co.....Calumet.
Jackson & Church Co.....Saginaw.
Jackson Rim Co.....Jackson.
Jenks & Muir Manufacturing Co.....Detroit.
Jesiek Boat Co.....Grand Rapids.
Johnson Furniture Co.....Grand Rapids.
Johnson Howard Co.....Kalamazoo.
J. R. Jones Sons & Co.....Kalamazoo.
Kalamazoo Bread Co.....Kalamazoo.
Kalamazoo Paper Co.....Kalamazoo.
Kalamazoo Sled Co., W. E. Kidder, secretary-treasurer-manager.....Kalamazoo.
Kalamazoo Stove Co.....Kalamazoo.
Kales Haskel Co.....Detroit.
Keeler Brass Co.....Grand Rapids.
Kellogg & Buck.....Morenci.
C. Kern Brewing Co.....Port Huron.
King Milling Co.....Lowell.
King Paper Co.....Kalamazoo.
Korff Manufacturing Co.....Lansing.
Charles W. Kotcher.....Detroit.
Lake Milling, Smelting & Refining Co.....Calumet.
Lake Superior & Ishpeming Ry. Co., H. R. Harris, general manager.....Marquette.
Lake Superior Smelting Co.....Calumet.
Lansing Fuel & Gas Co.....Lansing.
Larned Carter & Co.....Detroit.
La Salle Copper Co.....Calumet.
George E. Laurence & Son.....Lansing.
Laurium Mining Co.....Calumet.
William O. Lee Co., W. O. Lee.....Port Huron.
Leisen & Henes Brewing Co.....Menominee.
Lentz Table Co.....Nashville.
Lewis-Geer Manufacturing Co., Willard W. Geer, vice president.....Ypsilanti.
Lloyd Construction Co., E. F. Lloyd, president.....Detroit.
Loretto Iron Co.....Loretto.
Lufkin Rule Co.....Saginaw.

Hugh Lyons & Co.....Lansing.
McClure Co.....Saginaw.
McCord Manufacturing Co.....Detroit.
Macey Co.....Grand Rapids.
Manistee Brick Co., H. W. Marsh.....Manistee.
Manistee Manufacturing Co.....Manistee.
Robert K. Mann Lumber Co.....Muskegon.
Markham Air Rifle Co.....Plymouth.
Marshall Furnace Co.....Marshall.
Menominee & Marinette Light & Traction Co.....Menominee.
Menominee River Brewing Co., Frank Erdlitz, secretary-treasurer.....Menominee.
William B. Mershon & Co.....Saginaw.
Mershon Eddy Parker Co.....Saginaw.
Michigan Alkali Co.....Wyandotte.
Michigan Coal Operators' Association, George M. Humphrey, attorney.....Saginaw.
Michigan Lubricator Co.....Detroit.
Michigan Malleable Iron Co.....Detroit.
Michigan Milling Co.....Ann Arbor.
Michigan Motor Castings Co.....Flint.
Michigan Northern Power Co., L. C. Mackenzie.....Sault Ste. Marie.
Michigan Optical Co.....Detroit.
Michigan Screw Co.....Lansing.
Michigan Steel Casting Co.....Detroit.
Michigan Stove Co., Gray H. Barbour, vice president and general manager.....Detroit.
Mitchell Bros. Co.....Cadillac.
Mitts & Merrill.....Saginaw.
Mohawk Mining Co.....Mohawk.
Monroe Glass Co.....Monroe.
Moore Plow & Implement Co.....Greenville.
Morgan & Wright, A. A. Templeton, vice president.....Detroit.
Morgan Lumber & Cedar Co.....Foster City.
Morley Bros.....Saginaw.
D. K. Moses & Co.....Sault Ste. Marie.
Munising, Marquette & Southeastern Ry. Co.....Marquette.
Murphy Power Co.....Detroit.
Muskegon Boiler Works, Samuel C. Eyke, secretary.....Muskegon.
Muskegon Knitting Mills and Muskegon Office Cabinet Co., Louis P. Haight.....Muskegon.
Muskegon Motor Specialties Co.....Muskegon.
Muskegon Traction and Lighting Co.....Muskegon.
Nadeau Bros.....Nadeau.
National Bank of Flint.....Flint.
National Can Co.....Detroit.
National Spring & Wire Co.....Albion.
Nelson Bros. Co.....Saginaw.
New Arcadian Copper Co.....Houghton.
New Baltic Copper Co.....Houghton.
Newton & Haggerty Ladder Co., C. H. Easton, secretary...Ann Arbor.
New Way Motor Co.....Lansing.
Northwestern Cooperage & Lumber Co.....Gladstone.
Novo Engine Co.....Lansing.
Oakland Motor Car Co.....Pontiac.
M. D. Olds.....Cheboygan.
Osceola Consolidated Mining Co.....Calumet.
Oval Wood Dish Co.....Traverse City.
Owosso Casket Co.....Owosso.
Owosso Creamery Co.....Owosso.
Owosso Manufacturing Co.....Owosso.
Owosso Sugar Co.....Lansing.
Packard Motor Car Co., F. R. Robinson, comptroller.....Detroit.
Page Woven Wire Fence Co., John E. Carr, treasurer.....Adrian.
Paige-Detroit Motor Car Co., B. C. Young, assistant treasurer.....Detroit.
A. B. Park Co.....Adrian.

Pearce Hardware & Furniture Co. (Ltd.).....Lake Linden.
Peerless Wire Fence Co.....Adrian.
Penberthy Injector Co.....Detroit.
Peninsular Milling Co., C. J. De Roo, manager.....Flint.
Peninsular Portland Cement Co.....Jackson.
Pennsylvania Salt Manufacturing Co.....Wyandotte.
People's Ice Co.....Detroit.
Pere Marquette Railroad Co., bills, Parker, Shields, & Brown, general attorneys.....Detroit.
Peterson Brewing Co.....Grand Rapids.
Phoenix Brewing Co.....Bay City.
James Pickands & Co. (Ltd.).....Marquette.
Pontiac Brush Co.....Pontiac.
Portage Coal & Dock Co.....Hancock.
Port Huron Engine & Thrasher Co.....Port Huron.
Port Huron Gas Co.....Port Huron.
Port Huron Light & Power Co.....Port Huron.
Prescott Co.....Menominee.
Quality Broom Factory.....Flint.
Randall Lumber & Coal Co.....Flint.
Ranney Refrigerator Co.....Greenville.
Raynor & Taylor.....Detroit.
Republic Iron & Steel Co., Richard Jones, jr., general attorney.....Negaunee.
Richardson Lumber Co.....Alpena.
Riverview Coated Paper Co., F. Pagenstuber, secretary....Kalamazoo.
Roberts Brass Manufacturing Co., W. H. Roberts, secretary-treasurer.....Detroit.
Roe Stephens Manufacturing Co., T. P. Stephens, secretary and assistant treasurer.....Detroit.
E. P. Rowe Co.....Bad Axe.
Russell Motor Axle Co.....North Detroit.
A. H. Ryckman.....Saginaw.
Saginaw Manufacturing Co., Arnold Boutell, secretary-treasurer.....Saginaw.
Saginaw Plate Glass Co.....Saginaw.
St. Johns Table Co.....Cadillac.
St. Louis Copper Co.....Calumet.
Louis Sands Salt & Lumber Co., George M. Clifton, secretay.Manistee.
Sanitary Knitting Co.....Grand Rapids.
San Telmo Cigar Manufacturing Co.....Detroit.
Charles A. Sauer & Co.....Ann Arbor.
Sears & Nichols Co.....Pentwater.
Seeman & Peters.....Saginaw.
Shaw Electric Crane Co.....Muskegon.
Sheffield Car Co., Edward B. Linsley, treasurer and general manager.....Three Rivers.
C. C. Smith Boat & Engine Co.....Algonac.
Smith Bridgman Co.....Flint.
Solvay Process Co., J. D. Sanders, assistant manager.....Detroit.
Sparks Withington Co., W. J. Corbett.....Jackson.
Spietz & Worch Co.....Detroit.
Standard Computing Scale Co. (Ltd.).....Detroit.
Standard Paper Co.....Kalamazoo.
Frederick Stearns & Co., Walter H. Blome, chief pharmacist.....Detroit.
Paul Steketee & Sons.....Grand Rapids.
Stephenson Charcoal Iron Co.....Marquette.
Sterling & Skinner Manufacturing Co.....Detroit.
W. C. Sterling & Son Co.....Monroe.
Eugene Stewart.....Battle Creek.
The W. F. Stewart Co.....Flint.
W. F. Stimpson Co.....Detroit.
Nathan J. Stone.....Petoskey.
Sunday Lake Iron Co.....Wakefield.
Superior Copper Co.....Calumet.
Superior Seating Co., C. Maring.....Muskegon.

Tamarack Mining Co.....Calumet.
F. Thoman Milling Co.....Lansing.
O. & W. Thum Co.....Grand Rapids.
J. B. Timberlake & Sons (Inc.).....Jackson.
Travelers Insurance Co., E. S. Raymond, manager of Detroit branch.....Detroit.
Traverse City Iron Works.....Traverse City.
Union Carbide Co., Soo Works, C. T. Ayres, works manager..Sault Ste. Marie.
Union Steam Pump Co., C. A. Stuck, sales department....Battle Creek.
United Home Telephone Co.....Ludington.
United States Frumentum Co.....Detroit.
United Sates Gas Machine Co.....Muskegon.
University of Michigan, Shirley W. Smith, secretary.....Ann Arbor.
Upjohn Co.....Kalamazoo.
Verona Mining Co.....Palatka.
Victoria Copper Mining Co., James P. Graves, treasurer...Ontonagon.
Vinton Co.....Detroit.
Voight Milling Co.....Grand Rapids.
G. von Platen.....Boyne City.
Wakefield Iron Co.....Wakefield.
Wells Fargo & Co.....Throughout State.
H. G. Wendland & Co.....Bay City.
L. E. Weng & Son.....Daggett.
Werner & Pfleiderer Co.....Saginaw.
West Michigan Furniture Co.....Holland.
Weston-Mott Co.....Flint.
What Cheer Coal Mining Co., A. N. Fancher.....Bay City.
W. H. White Co., W. L. Martin, secretary.....Boyne City.
White Pine Copper Co.....Calumet.
Wickwire Mining Co.....Iron River.
John Widdicomb Co.....Grand Rapids.
Widdicomb Furniture Co., William Widdicomb, president..Grand Rapids.
Wilhelm Furniture Co.....Sturgis.
Williams Bros. Co.....Cadillac.
Wilmarth Show Case Co.....Grand Rapids.
C. K. Wilson Body Co.....Detroit.
Winona Copper Co.....Winona.
Wisconsin Land & Lumber Co.....Hermansville.
Wolverine Brass Works.....Grand Rapids.
Wolverine Portland Cement Co., E. R. Root, secretary-treasurer.....Coldwater.
Woodard Furniture Co.....Owosso.
Worcester Lumber Co. (Ltd.).....Chassell.
World's Star Knitting Co.....Bay City.
Otto A. Wurm & Co.....Detroit.
Wyandot Copper Co., F. L. Van Orden, superintendent....Houghton.
Wyandotte Portland Cement Co.....Detroit.
Wyandotte Terminal Railroad Co.....Wyandotte.
Wyandotte Transportation Co.....Wyandotte.
Yeomans-Diver Co.....Detroit.
Zeeland Furniture Manufacturing Co.....Zeeland.
Zeeland Milling Co.....Zeeland.

NEVADA.

Adams-McGill Co.....Ely.
Austin & Macpherson.....Sparks.
John S. Cook & Co.....Goldfield.
Copper National Bank.....East Ely.
Cotton-Turner Cigar Co.....Reno.
Eagle Drug Co. (Inc.), W. A. Brown, secretary.....Winnemucca.
Ely Securities Co.....East Ely.
Ely Townsite Co.....East Ely.
Ely Water Co.....East Ely.
D. J. Fitzgerald.....Tonopah.
Gray, Reid, Wright Co.....Reno.
Hatch Leasing Co., N. P. R. Hatch, secretary-treasurer....National.
Hilltop Milling & Reduction Co.....Hilltop.

C. L. Ketzmeyer.....Carson.
Kimberly Consolidated Mines Co.....Hilltop.
McGill National Bank.....McGill.
Nevada Northern Railway Co.....East Ely.
Riverside Mill Co.....Reno.
Steptoe Hotel Co.....East Ely.
Tranter & Staley (Inc.).....Reno.

NEW HAMPSHIRE.

Boscawen Mills, Samuel C. Eastman, treasurer.....Concord.
Boulia-Gorrell Lumber Co.....Lakeport.
Dartmouth Press.....Hanover.
Dexter Richards & Sons Co., W. F. Richards, president....Newport.
Fisk Paper Co., Frederick S. Leonard, agent.....Hinsdale.
Goodell Co., David H. Goodell, president.....Antrim.
Henneberry & Halligan, John Henneberry.....Concord.
Hillsboroough Mills, E. J. Abbott.....Wilton.
F. M. Hoyt Shoe Co., T. E. Cunningham, vice president..Manchester.
New England Granite Works, George A. Ledward.....Concord.
New Hampshire Spinning Mills.....Penacook.
Pacific Mills, H. W. Owen, general superintendent.....Dover.
Frank R. Prescott.....Meredith.
Proctor Bros. & Co.....Nashua.
Somersworth Foundry Co.....Salmon Falls.

NEW JERSEY.

Algonquin Co.....Passaic.
Aristo Co.....Belleville.
Atlantic Vehicle Co.....Newark.
Barlow Foundry Co.....Newark.
Barrett Manufacturing Co., Geo. C. Russell, manager.....Elizabeth.
Barrett Manufacturing Co., A. H. Searles, purchasing agent.....Shady Side.
Bayonne Supply Co.....Bayonne.
Bayway Chemical Co.....Elizabeth.
Daniel Bermes Boulevard Brewery.....Town of Union.
A. Bernhardt & Co.....Newark.
Brighton Mills, Wm. L. Lyall, treasurer.....Passaic.
W. C. Crosby.....Jamesburg.
Cumberland Glass Manufacturing Co., C. W. Shoemaker, treasurer.....Bridgeton.
Diehl Manufacturing Co.....Elizabeth.
The Doherty & Wadsworth Co.....Paterson.
W. S. Eastlack.....Camden.
Enterprise Wall Paper Co.....Collingswood.
Christian Feigenspan, a corporation.....Newark.
Ferracute Machine Co.....Bridgeton.
Florence Iron Works.....Florence.
B. Frank Fox.....Hackettstown.
Garfield Worsted Mills.....Garfield.
Gera Mills.....Passaic.
Oliver H. Guttridge Co.....Atlantic City.
Charles Hamburger.....Minotola.
Joseph Hensler Brewing Co.....Newark.
O. J. Hammell Co.....Pleasantville.
Hammerschlag Manufacturing Co.....Garfield.
Harding Box Co.....Paterson.
Hardright Brush Co.....Belleville.
Ingersoll-Rand Co., George R. Elder, vice president and manager.....Phillipsburg.
Allen B. Laing Co.....Plainfield.
Lake Chemical Co.....New Brunswick.
Lembeck-Betz Eagle Brewing Co.....Jersey City.
John Lucas & Co. (Inc.), Ernest T. Trigg, vice president and general manager.....Gibbsboro.

The Ludlow Hub Co.....Peapack.
Thomas Maddock's Sons Co., W. W. Anderson, office manager.....Trenton.
Manheimer & Sherman.....Camden.
Marbleoid Co., F. Maxwell Page, secretary.....New Durham.
Merck & Co.....Rahway.
New York & New Jersey Well Co., H. Estes.....Ridgewood.
George Ogden & Son.....Cape May City.
Orange Brewery.....Orange.
Original Trenton Cracker Co.....Trenton.
Osborne & Marsellis Co.....Montclair.
Pantasote Leather Co., E. W. Outerbridge, treasurer.....Passaic.
Passaic Cotton Mills.....Passaic.
Paterson Brewing & Malting Co.....Paterson.
Thomas Peppler & Son.....Hightstown.
H. L. Rapp.....Carpenterville.
Augustus Reeve.....Camden.
John A. Roebling's Sons Co., F. W. Roebling, jr., engineering department.....Trenton.
Schlitz Hotel, S. Ojserkis Co.....Atlantic City.
Silver-Chamberlin Co.....Clayton.
Sleeth Manufacturing Co., G. C. Sleeth, president.....Belleville.
Otis M. Townsend.....Ocean City.
Turner Machine Co.....Newark.
United States Steel Corporation, Raynal C. Bolling, general solicitor.....Trenton.
Van Ness Bros.....Paterson.
Victor Talking Machine Co., E. R. Johnson, president, Ralph L. Freemen, assistant secretary.....Camden.
Wharton Steel Co.....Wharton.

OHIO.

Abbott Manufacturing Co.....Cleveland.
W. J. Albrecht.....Toledo.
Alliance Clay Product Co.....Alliance.
Alliance Gas & Power Co.....Alliance.
American Art Works.....Coshocton.
American Book Co., W. B. Thalheimer, managing director..Cincinnati.
American Fixture & Manufacturing Co.....Troy.
American Steel Foundries, W. H. Cameron, manager casualty department.....Alliance.
American Straw Board Co.....Akron.
O. Armleder Co.....Cincinnati.
Ashtabula Paper & Twine Co., W. F. Hewins, manager....Ashtabula.
Atkins & Pearce Manufacturing Co.....Cincinnati.
Aultman & Taylor Machinery Co., G. P. Alexander, treasurer.....Mansfield.
Baldwin Co., G. W. Armstrong, jr., president.....Cincinnati.
Bankers' Publishing Co., T. M. Thomas, president.....Toledo.
E. Becker Brewing Co.....Lancaster.
Beckett Paper Co.....Hamilton.
Bimel Buggy Co., T. M. Miller, general manager and treasurer.....Sidney.
F. Bissell Co., Ed. B. Terry, controller.....Toledo.
Black Diamond Co.....Columbus.
H. Black Co.....Cleveland.
Brier Hill Steel Co., J. E. Parker, secretary.....Youngstown.
Brown Lumber Co., F. A. Brown, general manager.....Massillon.
The Buckeye Steel Castings Co., S. P. Bush, president and general manager.....Columbus.
Buckeye Twist Drill Co.....Alliance.
Busy Bee Candy Kitchen Co.....Columbus.
W. P. Callahan Co.....Dayton.
The Philip Carey Manufacturing Co.....Lockland.
Central Union Telephone & Telegraph Co.....Cleveland.
Cincinnati Milling Machine Co., C. Wood Walter, vice president and secretary.....Cincinnati.

Cleveland-Cliffs Iron Co., R. C. Mann, auditor.....Cleveland.
Cleveland Foundry Co., D. C. Lowles, manager sevice department.....Cleveland.
Cleveland Furnace Co., C. Birdsall Smith, treasurer.....Cleveland.
Cleveland Hardware Co., E. E. Adams, general superintendent.....Cleveland.
Cleveland Steel Co.....Cleveland.
Colin Gardner Paper Co.....Middletown.
Colonial Pressed Brick Co.....Mogadore.
Columbus Buggy Co., G. J. Macy, auditor.....Columbus.
Columbus Grove Brick & Tile Co., D. M. Allen.....Columbus Grove.
Cooks Bros. Decorating Co., Max Cooks, secretary.....Cleveland.
C. & G. Cooper Co., D. B. Kirks, vice president.....Mount Vernon.
Crestline Manufacturing Co.....Crestline.
Crume Brick Co.....Dayton.
Dalzell Bros. Co.....Youngstown.
Dayton Art Glass Works.....Dayton.
Dayton Biscuit Co.....Dayton.
Deforest Sheet & Tinplate Co.....Niles.
Deisel-Wemmer Co., R. J. Plate, secretary-treasurer.....Lima.
Delphos Manufacturing Co., H. L. Leilich, president.....Delphos.
Donovan Wire & Iron Co.....Toledo.
Dover Fire Brick Co.....Cleveland.
East Liverpool Brick Manufacturing Co.....East Liverpool.
Ebert Brewing Co.....Ironton.
George M. Eidt.....Tiffin.
Electric Auto Lite Co.....Toledo.
Electric Products Co.....Cleveland.
Elyria Iron & Steel Co.....Elyria.
Empire Rolling Mills Co.....Cleveland.
Estate Stove Co.....Hamilton.
Faulk Bros. Co.....East Liverpool.
Faultless Rubber Co., I. L. Miller, secretary.....Ashland.
Favorite Stove & Range Co., Charles C. Jelleff, purchasing agent.....Piqua.
Ferro Machine & Foundry Co., C. Oglebay, president.....Cleveland.
J. J. Fleck.....Tiffin.
William Flood Co.....Cleveland.
Florentine Pottery Co.....Chillicothe.
Fowler & Palmer.....Bellefontaine.
Louis G. Freeman Co., Louis G. Freeman, president.....Cincinnati.
French & Hecht.....Springfield.
Fry Bros. & Co.....Cincinnati.
Galion Handle & Manufacturing Co.....Galion.
Galion Metallic Vault Co.....Galion.
Gem Coal Co.....Nelsonville.
Gendron Wheel Co., Charles R. Wilhelm, treasurer.....Toledo.
Girard Iron Co.....Girard.
A. C. Gledhill Lumber Co.....Galion.
Gledhill & Krine Lumber Co.....Crestline
Globe-Wernicke Co.....Cincinnati.
Goodyear Tire & Rubber Co.....Akron.
Graham Milling Co.....Lancaster.
Grant Hospital Co.....Columbus.
Great Lakes Engineering Works.....Ashtabula.
Halle Bros. Co.....Cleveland.
Hall-Van Gorder Co.....Cleveland.
Hamilton Foundry & Machine Co.....Hamilton.
Hampden Watch Co.....Canton.
W. S. Hawker Manufacturing Co.....Dayton.
Helmet Co.....Cincinnati.
Huber Manufacturing Co.....Marion.
Hist Potato Machinery Co.....Alliance.
Hocking Valley Products Co.....Columbus.
Samuel J. Hoerner & Co.....Dayton.
F. Hohlfelder Co., Alfred J. Kroenke, secretary and general manager.....Cleveland.

Home Brewing Co.....Canton.
Home Telephone Co.....Chillicothe.
Hooven & Allison Co.....Xenia.
Hoyle & Scott.....Cambridge.
W. A. Hunt.....Cambridge.
Harry B. Hursh.....Mansfield.
Ironton Lumber Co.....Ironton.
Ironton Portland Cement Co., A. C. Steece, treasurer and general manager.....Ironton.
Jeffrey Manufacturing Co.....Columbus.
Joseph & Feiss Co.....Cleveland.
Joel Kennedy & Son.....Cincinnati.
James Kidney Co.....Cincinnati.
Kittelberger Electric Co.....Akron.
Conrad Krause.....Cleveland.
H. Kruse Show Case Co.....Cincinnati.
Lake Shore & Michigan Southern Railway Co., R. J. Cowin, agent, D. T. Murray, superintendent.....Cleveland.
Lancaster Glass Co.....Lancaster.
Lancaster Leather Co.....Lancaster.
Roderick Lean Manufacturing Co.....Mansfield.
Leidecker Tool Co.....Marietta.
Libbey Glass Co., J. D. Robinson, secretary.....Toledo.
Lima Packing Co.....Lima.
J. W. Luther.....Cleveland.
Lynn-Superior Co.....Cincinnati.
McCaskey Register Co., F. E. Henry, jr., auditor.....Alliance.
Marietta Chair Co.....Marietta.
Marietta Stone Co.....Marietta.
Marion Steam Shovel Co., M. A. Pickering, superintendent of time.....Marion.
Massillon Wire Basket Co.....Massillon.
Mead Pulp & Paper Co., R. T. Houk, secretary.....Chillicothe.
Middletown Artificial Ice Co., A. Bachmann, secretary-treasurer.....Middletown.
Milburn Wagon Co.....Toledo.
Moore Oil Co.....Cincinnati.
Murbach Coal Co.....Elyria.
National Supply Co., Charles R. Clapp, secretary-treasurer..Toledo.
Nelson-Myers Co.....West Manchester.
Newark Ohio Furniture Co.....Newark.
A. T. Nye & Son Co.....Marietta.
Ober Manufacturing Co.....Chagrin Falls.
Ohio Confection Co.....Cleveland.
Ohio Motor Co.....Sandusky.
Ohio Nut & Bolt Co.....Berea.
Ohio Quarries Co., F. D. Kellogg, secretary-treasurer.....Cleveland.
Ohio Seamless Tube Co.....Shelby.
Ohio Steel Foundry Co.....Lima.
Ohio Varnish Co., J. W. McKichnie, auditor.....Cleveland.
Ohio & Western Pennsylvania Dock Co., R. F. Grant, general counsel.....Cleveland.
M. Ohmers' Sons Co.....Dayton.
Orrville Bedding Co.....Orrville.
Patterson Foundry & Machine Co.....East Liverpool.
Peerless Paper Box Manufacturing Co., E. A. Roege.....Cleveland.
Peters & Herron Dash Co.....Columbus.
Philadelphia Rubber Works Co., J. S. Lowman, vice-president.....Akron.
George E. Pomeroy Co., George E. Pomeroy.....Toledo.
Portsmouth Brewing & Ice Co., Paul Esselborn, president and treasurer.....Portsmouth.
Ralston Steel Car Co., J. S. Ralston, president.....Columbus.
Rice & Hutchins Cincinnati Co.....Cincinnati.
S. W. Robinson & Son Co.....Columbus.
Rodefer Glass Co., C. M. Rodefer, owner.....Bellaire.
A. I. Root Co., J. T. Calvert, treasurer.....Medina.
Russell & Co.....Massillon.

St. Marys Drilling Co.....St. Marys.
Sears & Nichols Co.....Chillicothe.
Seiss Manufacturing Co.....Toledo.
Selby Shoe Co.....Portsmouth.
Shartle Bros. Machinery Co.....Middletown.
Shaw & Welty Shirt Co.....Zanesville.
Charles Shem & Sons.....Alliance.
J. Simon & Co.....Cincinnati.
Sommer Motor Co.....Bucyrus.
Southern Wheel Stock Co.....Ironton.
Star Brewing Co.....Minster.
Sterling Grinding Wheel Co., George S. Tillotson, manager..Tiffin.
Edwin A. Stevens Co.....Cleveland.
G. S. Stewart Co.....Norwalk.
Stockham Co.....Portsmouth.
Straitsville Impervious Brick Co.....New Straitsville.
Sullivan Printing Works Co.....Cincinnati.
Superior Foundry Co.....Cleveland.
Superior Portland Cement Co.....Superior.
Swink Printing Press Co., H. L. Leilich, president.....Delphos.
John Theobald & Son.....Cincinnati.
Thew Automatic Shovel Co., F. A. Smythe.....Lorain.
Tiffin Hoop Co.....Tiffin.
Tiffin Wagon Co., W. K. Shelly, secretary and manager....Tiffin.
William Tod Co.....Youngstown.
I. G. Tolerton & Son.....Alliance.
Tool Steel Gear & Pinion Co.....Cincinnati.
Troy Carriage Sunshade Co.....Troy.
Union Rolling Mill Co.....Cleveland.
United States Malleable Iron Co.....Toledo.
United States Steel Corporation, Raynal C. Bolling, general solicitor.....Youngstown.
Upson Nut Co., H. P. Bingham, assistant treasurer.....Cleveland.
Virden Manufacturing Co.....Cleveland.
Wait Furniture Co.....Portsmouth.
Washington Ice Co.....Washington.
M. Werk Co.....St. Bernard.
J. T. Weybrecht's Sons.....Alliance.
Whitmer-Jackson Sash & Door Co.....Cleveland.
Wrenn Paper Co., John Gibson, jr., treasurer.....Middletown.
Yellow Poplar Lumber Co.....Coal Grove.
Youngstown Sheet & Tube Co.....Youngstown.

RHODE ISLAND.

Charles E. Angell.....Providence.
Ashaway Line & Twine Manufacturing Co., A. J. Crandall, vice president.....Ashaway.
Beaman & Smith Co., E. A. Beaman.....Providence.
Joseph Benn & Sons (Inc.).....Greystone.
Berkeley Co., William Gammell.....Providence.
Callender, McAuslan & Troup Co., W. R. Callender.....Providence.
Collyer Machine Co.....Pawtucket.
United States Cotton Co., David Grove, agent.....Central Falls.
Crown Garage Co.....Providence.
Esmond Mills, John A. Pearson, secretary.....Esmond.
O. P. French & Sons Co.....Woonsocket.
Goodwin-Sherman Motor Car Co. (Inc.).....Providence.
Gorham Manufacturing Co.....Providence.
J. C. Hall Co.....Providence.
William H. Haskell Manufacturing Co.....Pawtucket.
Jenckes Spinning Co.....Pawtucket.
Jacob & O. La Salle.....Pawtucket.
B. Morgan.....Newport.
New England Butt Co.....Providence.
New England Coal Co.....Woonsocket.
James E. O'Connor.....Providence.
L. F. Pease Co. (Inc.).....Providence.

Providence Dyeing, Bleaching & Calendering Co.....Providence.
Providence Engineering Works.....Providence.
Rhode Island Label Works, Fred Talcott, proprietor.....Providence.
Rhode Island Rug Works.....Providence.
Benjamin F. Tanner Co.....Newport.

WASHINGTON.

City of Aberdeen, P. F. Clark, city clerk.....Aberdeen.
American Electric Co., J. R. Bosch, manager.....Seattle.
American Portable House Co., Charles M. Howe, secretary..Seattle.
Anacortes Water Co., Douglass Allmond, president and manager.....Anacortes.
Karl A. Anderson Sheet Metal Works.....Tacoma.
Atlas Foundry & Machine Co.....Tacoma.
Seth A. Atwood Paint & Wall Paper Co.....Bellingham.
Automatic Sprinkler Co. of America, Philip Gearhart, contracting agent.....Seattle.
A. J. Bailey.....Seattle.
Bankers' Printing Co., F. G. Drew, president.....Seattle.
Bayside Iron Works.....Everett.
Belcher Mining Co., W. Anderson.....Republic.
Bellingham Livery & Transfer Co.....South Bellingham.
Bellingham Truck Co.....Bellingham.
Belt Line Shingle Co., M. J. Carter, secretary.....Seattle.
C. G. Betts Co.....Spokane.
Blaine Steam Laundry, S. R. Tharp, proprietor.....Blaine.
Blaine Water Co., J. S. Crilly, manager.....Blaine.
Bolcom Mills (Inc.).....Seattle.
Bolcom-Vanderhoof Logging Co., G. A. Strouse.....Seattle.
Frank Brockman.....Seattle.
George Broom.....Seattle.
S. E. Brown & Co.....Seattle.
Buchanan Lumber Co.....Olympia.
H. J. Burns.....Spokane.
Burpee & Letson (Ltd.), C. B. Burpee, president-manager...South Bellingham.
Burr Electric Co., M. Burr.....Spokane.
Butler Construction Co., W. T. Butler, manager.....Seattle.
Butler Lumber Co.....Belleville.
Byrne-Turner Co.....Bellingham.
Canyon Lumber Co.....Everett.
Carstens Packing Co.....Tacoma.
Cascade Laundry Co.....Spokane.
Central Mill Co.....Tacoma.
Clark Creek Logging Co.....Kelso.
Clarke County Abstract & Loan Co.....Vancouver.
Clayman Candy Co. (Inc.), Margaret Clayman.....Spokane.
Climax Shingle Co.....Ferndale.
Clipper Shingle Co.....Clipper.
Clyde Warehouse Co.....Walla Walla.
Coast Printing Service (Inc.), F. V. Van Dusen, president...Seattle.
Coats-Fordney Logging Co.....Aberdeen.
Colson Construction Co., George B. Worley.....Seattle.
Columbia Brewing Co.....Tacoma.
Columbia Contract Co.....Camas.
Colville Examiner.....Colville.
Commercial Bindery & Printing Co. (Inc.), G. W. Anderson, president-manager.....Tacoma.
J. E. Connolly.....Shelton.
Cornell Bros.....Tacoma.
Crab Creek Lumber Co.....North Yakima.
Creech Bros. Lumber Co.....Raymond.
Creston Union Grain Co.....Creston.
U. G. Crisp.....Garfield.
William M. Curtis Co., William M. Curtis, president.....Seattle.
Davenport Grain Co., W. O. Mansfield, manager.....Davenport.
Day Lumber Co., C. C. Bronson, secretary-treasurer.....Seattle.

Dayton Steam Laundry.....Dayton.
S. P. Dixon & Co., C. E. Remsberg, vice-president.....Seattle.
Dodwell Dock & Warehouse Co. (Inc.).....Seattle.
Doerr-Mitchell Electric Co., R. Doerr.....Spokane.
Dole Lumber Co.....Vancouver.
C. H. Driscoll & Co. (Inc.).....Sumas.
E. I. du Pont de Nemours Powder Co., of Delaware, J. P. Laffey, manager.....Wilmington, Del.
Eagle Bottling Works.....Tacoma.
Eastern Railway & Lumber Co.....Centralia.
Town of Eatonville, Charles C. Biggs, clerk.....Eatonville.
Ebey Shingle Co.....Everett.
Echo Valley & Colville Phone Co.....Colville.
Erickson Construction Co., C. E. Erickson, secretary.....Seattle.
Frank Everett & Co.....Chehalis.
Everett Pulp & Paper Co., W. Howarth, president.....Everett.
Farmers' Union Mill & Grain Co., L. J. Lauritzen, manager..Tekoa.
Farmers' Union Warehouse Co., A. J. Webster.....Palouse.
John Finn Metal Works.....Seattle.
Foss Electric Shop.....Bremerton.
E. L. French Co.....Vancouver.
Galbraith & Son.....Spokane.
Garfield Town & Rural Telephone Co., H. S. McClure, secretary.....Garfield.
General Railway Signal Co., George D. Morgan, president-treasurer.....Rochester, N. Y.
Globe Lumber Co. (Inc.), W. C. Miles, manager.....Globe.
A. M. Goddard.....Tacoma.
Orrin S. Good.....Spokane.
Gould Lumber Co.....Seattle.
August Granstrand.....Walla Walla.
Grays Harbor Logging Co., C. H. Shutt, president.....Aberdeen.
Green Mill Co. (Inc.), W. S. Green, president.....Quilcene.
Greenough Bros. Co. (Inc.).....Spokane.
George P. Haley.....Seattle.
A. Hambach Co.....Seattle.
Hamilton Logging Co., William C. Butler.....Everett.
Hammond Milling Co.....Seattle.
Hanford Irrigation & Power Co.....Hanford.
Hartline Mill & Elevator Co.....Hartline.
Haukeli-Hegg & Co., G. R. Haukeli.....Aberdeen.
Lende Hausen.....Everson.
Hemrich Bros. Brewing Co.....Seattle.
Hercules Sandstone Co.....Tenino.
Hibbard-Stewart Co. (Inc.), C. L. Hibbard.....Seattle.
W. Foster Hidden.....Vancouver.
Hidden Bros., W. F. Hidden.....Vancouver.
S. Hilliard.....Spokane.
Hillman Electric Co.....North Yakima.
Hillyard Lumber Co., Albert Orr, secretary.....Hillyard.
Home Telephone & Telegraph Co.....Spokane.
Home Water & Power Co.....Mount Vernon.
Hoquiam Water Co., A. G. Anderson, secretary.....Hoquiam.
J. E. Horton.....Spokane.
Howard Spinning.....Wilbur.
Independent Laundry.....Everett.
Ingles Sawmill.....Lincoln.
International Lime Co.....Sumas.
Iowa Fuel Co. (Inc.).....Tacoma.
J. M. Jensen, J. M. Jensen, assistant postmaster.....Chehalis.
Jersey Creamery Co.....Colfax.
N. Jerns.....Bellingham.
J. Jorgensen.....Yacolt.
Kalama Local Telephone Exchange, G. M. Coffey, manager.Kalama.
Keeslings Boat Yard, C. C. Keesling.....Anacortes.
F. Kerr Folliett.....Everett.
Key City Light & Power Co.....Port Townsend.

Key City Packing Co., E. A. Sims.....Port Townsend.
Kilbourne & Clark Manufacturing Co.....Seattle.
L. R. Lambert.....Shelton.
G. M. Lauridsen.....Port Angeles.
O. H. Lee Shingle Co.....Maltby.
Leland Lumber Co.....Leland.
Charles E. Lind.....Bellingham.
A. G. Linhoff.....Seattle.
G. P. Lobberton.....North Yakima.
Lochslog Shingle Co.....Hartford.
Lowman & Hanford Co.....Seattle.
Loyal Railway Co.....Seattle.
Lummi Bay Packing Co.....Bellingham.
Lynden Department Store (Inc.), J. B. Banhave, secretary.....Lynden.
William McCush.....Bellingham.
J. W. McDonald & Co.....Hartline.
P. E. McHugh.....Tacoma.
J. J. McNerney, Huff, secretary.....Wenatchee.
George T. Maginnis.....Seattle.
W. F. Manney & Co.....Seattle.
Marcus Light & Water Co.....Marcus.
Mason County Logging Co.....Bordeaux.
J. G. Megler & Co.....Brookfield.
Mendota Coal & Coke Co., B. H. Johnston.....Centralia.
Metcalf Shingle Co., John Q. Harris.....Kelso.
Mineral Lake Logging Co.....Tacoma.
Model Steam Laundry.....Colfax.
Monroe Investment Co. (Inc.).....Monroe.
Robert Moran.....Rosario.
Morse Hardware Co. (Inc.).....Bellingham.
Katharine Murray.....Ellensbury.
N. Nelson.....Aberdeen.
Newport Telephone Co., W. M. Anderson.....Newport.
Newport Water Co.....Newport.
Nippon Lumber Co.....Alpine.
North Bend Lumber Co., R. W. Virredge, secretary-treasurer.....Edgewick.
Northern Clarke County Light & Power Co.....Yacolt.
Northern Coast Timber Co.....Tacoma.
North Fort Logging Co.....Ariel.
Northwest Hardware Co.....Bellingham.
Northwest Lumber Co.....Seattle.
North Western Lumber Co.....Hoquiam.
North Yakima Brewing & Malting Co.....North Yakima.
H. F. Norton Co. (Inc.).....Seattle.
Oak Point Piling & Lumber Co., William J. Redmond, secretary.....Oak Point.
O'Connell Lumber Co., M. T. O'Connell.....Winlock.
Ben Olson Co.....Tacoma.
Oso Logging Co.....Oso.
Olswang Bros. & Co.....Seattle.
Olympia Brewing Co., Peter S. Schmidt, vice president.....Olympia.
Ostrander Railway & Timber Co., E. S. Collins, president and manager.....Ostrander.
Pacific Box Co.....Tacoma.
Pacific Car Co., L. J. W. Jones, president.....Tacoma.
Pacific Coast Elevator Co.....Portland.
Pacific Coast Gypsum Co.....Tacoma.
Pacific Coast Stamp Works, Charles Sewell, secretary-treasurer.....Seattle.
Pacific Coast Steamship Co., J. C. Ford, president.....Seattle.
Pacific Coast Sirup Co.....Seattle.
Pacific State Lumber Co.....Tacoma.
Pacific Telephone & Telegraph Co.....Seattle.
Palace Barber Shop.....Bellingham.
Palmer Lumber & Manufacturing Co.....Chehalis.
Panhandle Lumber Co. (Ltd.), O. N. Buffmire, superintendent.....Ione.

Pearson Construction Co.....Seattle.
Hans Pederson.....Seattle.
Polson Logging Co., Alex Polson, president.....Hoquiam.
Pontiac Brick & Tile Co., D. Q. Power.....Seattle.
Porey Manufacturing Co.....Hoquiam.
Prosser Flour Mills, Taylor.....Prosser.
Puget Mill Co., E. G. Ames.....Seattle.
Puget Sound Traction, Light & Power Co., A. W. Leonard, vice president.....Bellingham.
Puget Sound Traction, Light & Power Co., F. Dabney, assistant treasurer.....Seattle.
Queen City Machine Works, E. P. Ederer, proprietor.....Seattle.
Rathforn Reduction Works, S. Bradley, president.....Republic.
John Rausch.....Vancouver.
Rautman Plumbing & Heating Co., F. C. Newport.....Seattle.
Raymond Water Co.....Raymond.
E. A. Reddish & Co. (Inc.).....Tacoma.
Reid Bros. Co.....South Bellingham.
Rhodes Bros. Co., L. M. Burnell.....Seattle.
Otto Roseleaf.....Seattle.
Roslyn-Cascade Coal Co., Cyrus Gates, treasurer.....South Bellingham.
Roslyn Fuel Co.....Seattle.
C. E. Ross.....Chewelah.
St. Paul & Tacoma Lumber Co., Harrison C. Foster, second vice president.....Tacoma.
Salsich Lumber Co.....McKenna.
Seattle Brewing & Malting Co., Charles W. Loomis, secretary.....Seattle.
Seattle Cap Manufacturing Co.....Seattle.
Seattle Construction & Dry Dock Co.....Seattle.
Seattle Lighting Co.....Seattle.
Seattle Machine Works (Inc.).....Seattle.
Seattle Southeastern Railway Co.....Tacoma.
Sedro-Woolley Steam Laundry.....Sedro-Woolley.
Shelden's Lunch, G. Shelden, proprietor.....Tacoma.
Shepard & Dennis Transfer Co.....Raymond.
Sherman Printing & Binding Co.....Seattle.
Silver Lake Railway & Lumber Co.....Castle Rock.
Simonds Manufacturing Co.....Seattle.
Dr. L. B. Sims.....Tacoma.
Skelly Lumber Co., L. E. Skelly, secretary-treasurer.....Laurel.
S. E. Slade Lumber Co., W. R. Mara.....Aberdeen.
Grant Smith & Co.....Seattle.
Snohomish Logging Co., Chris Gilson, manager.....Snohomish.
S. A. Soulé.....Frances.
City of South Bend, G. G. Hall, city engineer.....South Bend.
City of Spokane.....Spokane.
Spokane Bakery Co.....Spokane.
Standard Clay Co.....Tacoma.
Standard Laundry.....Everett.
Standard Oil Oil Co., John McLean, special agent.....Seattle.
Star Carriage Co.....Seattle.
Stevens County Power & Light Co.....Colville.
J. C. Stitt.....Bay View.
R. J. Stoner.....Centralia.
O. H. Stratton.....Spokane.
Suess Glass Co.....Seattle.
Sunset Timber Co.....Raymond.
Superior Portland Cement Co.....Seattle.
Tacoma Engraving Co., L. J. Brown.....Tacoma.
Tacoma Foundry & Machine Co.....Tacoma.
Tacoma Mill Co., W. A. Whitman, resident manager.....Tacoma.
Tacoma Ornamental Iron Works (Inc.).....Tacoma.
Tacoma Smelting Co., H. Y. Walker, manager.....Tacoma.
Tacoma Trading Co.....Tacoma.
Taylor Mill Co.....Seattle.
Tenino Stone Co. (Inc.).....Tenino.

Three Lakes Lumber Co.....Three Lakes.
Trade Register (Inc.), William R. Saunders, secretary and manager.....Seattle.
S. W. True.....Spokane.
Trout Lake Lumber Co.....Eatonville
Trustee Co. of Spokane, R. F. Hanley, secretary.....Spokane.
Tucker Hanford & Co.....Seattle.
Tull & Gibbs.....Spokane.
W. A. Turner.....Tacoma.
Union Iron Works.....Spokane.
Valley Construction Co., O. L. Hanson, president.....North Yakima.
J. A. Veness Lumber, A. C. Shines.....Winlock.
Vermont Marble Co.....Tacoma.
B. H. Vollans.....Everett.
W. M. Walker, W. M. Walker.....North Yakima.
Walla Walla Brewing Co.....Walla Walla.
Walla Walla Creamery.....Walla Walla.
Ware Bros. Co, T. B. Ware, secretary.....Spokane.
Washington Portland Cement Co., Arthur G. Smith, secretary and general manager.....Concrete.
Washington Shoe Manufacturing Co.....Seattle.
Washington Western Railway Co., G. E. Moore, general manager.....Three Lakes.
Waterville Railway Co., S. A. Calderhead, manager.....Waterville.
G. A. Weber.....Tacoma.
J. T. West.....Sumas.
S. Westberg & Co.....Steilacoom.
West Coast Lumber Manufacturers' Association, W. C. Miles, manager.....Tacoma.
West Coast Wagon Co.....Tacoma.
Western Soap Co.....Spokane.
R. M. Westover, R. M. Westover.....Everett.
Wheeler Reese Lumber Co., E. W. Burnham.....Tacoma.
S. P. White & Son.....Vancouver.
White Bluffs & Columbia River Telephone Co.....White Bluffs.
White Star Laundry, Charles Fishman, manager.....Walla Walla.
Whitney Co.....Seattle.
Willapa Electric Co.....Raymond.
Willapa Lumber Co., F. C. Schoemaker, secretary.....Raymond.
Yukon Lumber Co., A. V. Gray, president.....Mukilteo.
Zimmerman Degen Shoe Co.....Seattle.
M. P. Zindorf.....Seattle.

WISCONSIN.

Ashland Brewing Co.....Ashland.
Austin, Fehr & Gehrz.....Milwaukee.
Badger Stone Co.....Fountain City.
George Banta Publishing Co., George Banta, president.....Menasha.
Biersach and Niedermeyer Co.....Milwaukee.
Bock, Meyer & Brown.....Livingston.
Brandt-Dent Co.....Watertown.
Brown Bros. Lumber Co.....Rhinelander.
Brown-Mitcheson Co., Francis A. Brown.....Marinette.
Brunet Falls Manufacturing Co.....Cornell.
Bucyrus Co., William W. Coleman, president.....South Milwaukee.
Campbell and Cameron Co.....Oshkosh.
Canada Atlantic Transit Co. of United States.....Milwaukee (Duluth, Minn.)
Chicago, St. Paul, Minneapolis & Omaha Railway Co., James B. Sheehan, general solicitor.....Eau Claire (St. Paul, Minn.)
Conway Veneered Door and Mantel Co.....Milwaukee.
Cream City Brewing Co.....Milwaukee.
Cream City Sash & Door Co.....Milwaukee.
Currie Bros. Co.....Milwaukee.
Cutler-Hammer Manufacturing Co.....Milwaukee.

Cutting & Thompson Co	Bloomer.
Davis Manufacturing Co	Milwaukee.
Doud, Sons & Co	Winona, Minn.
Eclipse Installment Co	Milwaukee.
Electrical Supply Co	Madison.
E. W. Ellis Lumber Co	Grand Rapids.
Evinrude Motor Co	Milwaukee.
Falk Co., E. A. Wurster, secretary-treasurer	Milwaukee.
Farmers Threshermen Co	Eau Galle.
Federal Malleable Co	West Allis.
Federal Rubber Manufacturing Co	Cudahy.
Fond du Lac Shirt & Overall Co	Fond du Lac.
Fountain-Campbell Lumber Co	Donald.
Gem Hammock & Fly-Net Co	Milwaukee.
Geuder, Paeschke & Frey Co., F. J. Frey, secretary-treasurer	Milwaukee.
Globe Seamless Steel Tubes Co	Milwaukee.
Wm. Goodrich & Co	Milwaukee.
H. C. Graf	Baraboo.
Chas. Greisen	Sturgeon Bay.
Hardy-Ryan Abstract Co	Waukesha.
Harley Davidson Motor Co	Milwaukee.
Harsh & Edmonds Shoe Co	Milwaukee.
G. Heileman Brewing Co., Thomas H. Bailey	La Crosse.
A. J. Hilbert & Co	Milwaukee.
M. Hilty Lumber Co	Milwaukee.
Holt Lumber Co	Oconto.
Hotel Blatz, Munsche & Thierbach, managers	Milwaukee.
Hummel & Downing Co	Milwaukee.
Hussa Brewing Co	Bangor.
Joannes Bros. Co	Green Bay.
Kenfield-Lamoreaux Co	Washburn.
John B. A. Kern & Sons	Milwaukee.
Kieckhefer Box Co., J. W. Kieckhefer, secretary	Milwaukee.
Kiel Furniture Co	Milwaukee.
Knapstein Brewing Co	New London.
Koehring Machine Co	Milwaukee.
Kremer Drug Co	Fond du Lac.
La Crosse Plow Co., C. W. Dickinson, assistant secretary	La Crosse.
Lemke Electric Co	Milwaukee.
Leona Garment Co	La Crosse.
Loeffelholz Co	Milwaukee.
Macomber & Whyte Rope Co., Geo. S. Whyte, president	Kenosha.
Marathon Paper Mills Co	Rothschild.
Mellen Lumber Co	Mellen.
Menasha Wooden Ware Co	Menasha.
C. & J. Michel Brewing Co	La Crosse.
Milwaukee Malting Co	Milwaukee.
Modern Steel Structural Co	Waukesha.
Morawetz Co	Milwaukee.
National Box Co	Milwaukee.
Northern Paper Mills	Green Bay.
Northwestern Manufacturing Co	Fort Atkinson.
Northwestern Motor Institute	Milwaukee.
L. L. Olds Seed Co	Madison.
Optenberg Iron Works	Sheboygan.
Oshkosh Brewing Co	Oshkosh.
Oshkosh Fuel Co	Oshkosh.
Pawling & Harnischfeger Co	Milwaukee.
Patten Paper Co. (Ltd.)	Appleton.
W. S. Patterson Co., H. C. Getschow, secretary-treasurer	Appleton.
Patton Paint Co	Milwaukee.
Allan E. Peacock	Lake Geneva.
Peck-Hamre Manufacturing Co	Berlin.
Peoples Brewing Co	Oshkosh.
Phenix Manufacturing Co	Milwaukee.
George Poppert Manufacturing Co	North Milwaukee.

Power & Mining Machinery Co.	Cudahy.
Racine Sattley Co., H. E. Miles	Racine.
The William Rahr Sons' Co.	Manitowoc.
Philip Rothman & Co.	Stevens Point.
Schissler Bros.	Milwaukee.
A. George Schulz Co., T. Benj. Thompson	Milwaukee.
Margaret Schwalbe	Green Bay.
Sherwood & McWilliams (Inc.)	Madison.
A. O. Smith Co., B. Rosing, superintendent welfare department	Milwaukee.
Smith, Barnes & Strohber Co., E. M. Eastman, manager	North Milwaukee.
Geo. H. Smith Steel Casting Co	Milwaukee.
J. H. Smith	Milwaukee.
Southern Wisconsin Railway Co., F. W. Montgomery, president	Madison.
Stegeman Motor Car Co	Milwaukee.
Stolle Lumber Co	Tripoli.
Stotzer Granite Co	Portage.
Sumner & Morris	Madison.
Estate of August Thielke	Mayville.
Thilmany Pulp & Paper Co	Kaukauna.
Thompson Bros.' Boat Manufacturing Co	Peshtigo.
Tiger Drill Manufacturing Co	Beaver Dam.
Tower Clothing Co., Lewis H. Larson, president and treasurer	Superior.
Tuttle Press Co	Appleton.
United States Glue Co., W. G. Hanson, manager	Milwaukee.
Valders Lime & Stone Co	Valders.
F. Vilins & Son	Green Bay.
Waukesha Manufacturing Co	Waukesha.
Wausau Box & Lumber Co	Wausau.
Wausau Sulphate Fibre Co	Mosinee.
Wells Dry Goods Co	Delavan.
Paul Wenzel Co	Augusta.
Westboro Lumber Co	Westboro.
Western States Envelope Co	Milwaukee.
Western Steel & Iron Works	De Pere.
Wisconsin Bridge & Iron Co., R. Simmerling	North Milwaukee.
Wisconsin Fruit Package Co., E. A. Schmidt	Crandon.
Wisconsin Furniture Co	Milwaukee.
Wisconsin Tissue Paper Co	Appleton.
Worden Allen Co., P. C. Burrill	Milwaukee.

TRADES UNION REPRESENTATIVES.

Letters of inquiry as to the operation of the workingmen's compensation acts were addressed to the secretaries of the following State federations and city central labor unions of the American Federation of Labor, and replies were received from many of them which were helpful to the committee in preparing this report:

American Federation of Labor.

STATE BRANCHES.

California, Paul Scharrenberg	San Francisco.
Connecticut, R. P. Cunningham	Danbury.
Illinois, Edwin R. Wright	Chicago.
Iowa, J. H. Strief	Sioux City.
Kansas, George B. Edgell	Leavenworth.
Maryland-District of Columbia, George M. Henderson	Baltimore.
Massachusetts, Martin T. Joyce	Boston.
Michigan, Homer F. Waterman	Kalamazoo.
Minnesota, W. E. McEwen	Duluth.
Nebraska, W. A. Chrisman	Omaha.
New Hampshire, J. J. Coyne	Manchester.

New Jersey, Henry F. Hilfers.....Newark.
Ohio, Harry D. Thomas.....Cleveland.
Oregon, Ed. J. Stack.....Portland.
Rhode Island, L. E. Hersey.....Providence.
Texas, John R. Spencer.....Waco.
Washington, E. P. Marsh.....Everett.
West Virginia, Frank W. Snyder.....Charleston.
Wisconsin, J. J. Handley.....Milwaukee.

City Central Labor Unions.

ARIZONA.

Warren District Trades Assembly, Charles H. Smith.....Bisbee.
Central Labor Council, George G. Waterman.....Globe.
Trades Council, Nichols Edwards.....Phoenix.
Trades Assembly, N. W. McGhee.....Prescott.
Central Labor Union, W. J. Bray.....Tucson.

CALIFORNIA.

Labor Council, J. J. Alldridge.....Bakersfield.
Labor Council, C. W. Niles.....Coalinga.
Federated Trades Council, George Keeling.....Eureka.
Federated Trades and Labor Council, F. P. Lamoreux.....Fresno.
Central Labor Council, L. W. Butler.....Los Angeles.
Central Labor Council, Wm. A. Spooner.....Oakland.
Central Labor Union, H. A. Huff.....Pasadena.
Central Labor Council, L. A. Warner.....Petaluma.
Contra Costa Central Labor Council, Harry B. Wiese.....Point Richmond.
Labor Council, Mr. Gilbert.....Riverside County.
Federated Trades Council, Frank Cooke.....Sacramento.
Tri-City Central Labor Union, J. T. Wilson.....San Bernardino.
Federated Trades and Labor Council, Ira H. Markwith.....San Diego.
Labor Council, John A. O'Connell.....San Francisco.
Central Labor Council, F. J. Hepp.....San Jose.
Marin County Labor Council, F. von Bima.....San Rafael.
Central Labor Council, John Walker.....Santa Rosa.
Central Labor Council of San Joaquin County, George A. Dean.....Stockton.
Trades and Labor Council, E. C. Berry.....Vallejo.

CONNECTICUT.

Central Labor Union, John J. O'Neill.....Bridgeport.
Central Labor Union, Edwin Daniels.....Danbury.
Central Labor Union, James J. O'Donnell.....Derby.
Central Labor Union, P. P. Reilly.....Hartford.
Central Labor Union, George J. Stanley.....Meriden.
Central Labor Union, Carl A. Ahlstrom.....New Britain.
Trades Council, Joseph J. Reilly.....New Haven.
Central Labor Union, George Goss.....New London.
Central Labor Union, Walter H. Spaulding.....Norwich.
Central Labor Union, Mrs. Fannie J. Joyce.....South Norwalk.
Central Labor Union, James F. Jerman.....Stamford.
Central Labor Union, Charles E. Iserman.....Thompsonville.
Central Labor Union, J. J. Houlihan.....Wallingford.
Central Labor Union, P. J. Lynch.....Waterbury.
Central Labor Union, Jos. W. Beauchemin.....Willimantic.

ILLINOIS.

Trades and Labor Assembly, C. E. Sawyer.....Alton.
Trades and Labor Assembly, O. N. Ament.....Aurora.
Trades Council, Harry E. Morrow.....Beardstown.
Trades and Labor Assembly, John Mitchell.....Beckemeyer.
Trades and Labor Assembly, Charles Muendlein.....Belleville.

Trades Council, B. J. Smith.....Benton.
Trades and Labor Assembly, John J. Collins.....Bloomington.
Trades and Labor Assembly, Gus Knies.....Breese.
Central Labor Union, Eugene Shiffert.....Cairo.
Trades and Labor Assembly, Fred Lee, sr.....Carlinville.
Central Labor Union, J. O. Davis.....Carrier Mills.
Central Trades and Labor Assembly, Lewis Poole.....Centralia.
Federation of Labor, E. N. Nockels.....Chicago.
Trades and Labor Assembly, Thomas H. Ness.....Chicago Heights.
Central Labor Union, Fred Saul.....Christopher.
Trades Council, E. W. Cross.....Collinsville.
Trades and Labor Council, S. T. Leonard.....Danville.
Trades and Labor Assembly, Charles Wright.....Decatur.
Central Labor Union, H. C. Roorback.....Duquoin.
Trades and Labor Union, R. R. Humphries.....East St. Louis.
Trades and Labor Council, W. C. Engelmann.....Edwardsville.
Trades Council, W. A. Turner.....Eldorado.
Trades Council, A. B. Winne.....Elgin.
Labor Council, M. K. Bauer.....Evanston.
Trades and Labor Council, W. W. Wheat.....Freeport.
Trades and Labor Assembly, James W. Ramp.....Galesburg.
Allied Trades and Labor Assembly, J. E. Settles.....Gillespie.
Tri-City Central Trades Council, Thos. M. Cavanagh.....Granite City.
Trades and Labor Assembly, James H. Hubbard.....Harrisburg.
Trades Council, Luther Chapman.....Herrin.
Trades Council, Henry Murray.....Hillsboro.
Trades and Labor Assembly, Abe L. Wood.....Jacksonville.
Trades Council, J. E. Sullius.....Johnson City.
Central Trades and Labor Council, H. A. Hanson.....Joliet.
Federation of Labor, Charles Sievers.....Kankakee.
Calumet Joint Labor Council, H. D. Fiester.....Kensington.
Trades and Labor Assembly, W. H. Aldrich.....Kewanee.
Trades and Labor Council, James F. Foley.....La Salle.
Trades and Labor Council, W. J. Williams.....Lincoln.
Trades Council, W. H. Rix.....Marion.
Trades and Labor Assembly, Ed Holmes.....Marissa.
Trades and Labor Assembly, George Deeke.....Mascoutah.
Trades and Labor Council, R. H. Marburger.....Mount Olive.
Trades Council, Victor H. Melton.....Murphysboro.
Trades and Labor Assembly, George Trant.....New Athens.
Trades and Labor Assembly, Louis Carli.....O'Fallon.
Trades Council, F. R. Baldwin.....Olney.
Trades and Labor Assembly, E. A. Emrich.....Ottawa.
Trades Council, Chas. F. Plocker.....Pana.
Trades and Labor Assembly, Everett Kumpf.....Pekin.
Trades and Labor Assembly, Walter S. Bush.....Peoria.
Trades and Labor Council, A. T. Morrison.....Peru.
Trades Council, J. C. Bell.....Pinckneyville.
Trades and Labor Assembly, George N. Schmitt.....Quincy.
Central Labor Union, C. E. Fritz.....Rockford.
Tri-City Federation of Labor, Ed. Gardner.....Rock Island.
Trades and Labor Assembly, A. W. Smith.....South Chicago.
Federation of Labor, R. E. Woodmansee.....Springfield.
Trades Council, William Menk.....Staunton.
United Trades and Labor Council, Fred Mowbray.....Streator.
Central Trades and Labor Assembly, George King.....Taylorville.
Trades and Labor Council, Thomas R. Owens.....West Frankfort.
Federation of Labor, J. L. Myers.....Wheaton.

IOWA.

Trades and Labor Assembly, Albert Ulrich.....Burlington.
Federation of Labor, H. H. Bye.....Cedar Rapids.
Trades and Labor Assembly, R. King.....Centerville.
Tri-City Labor Congress, George C. Campbell.....Clinton.
Central Labor Union, E. R. Seaman.....Creston.
Trades and Labor Assembly, M. J. Fitzpatrick.....Des Moines.

Trades and Labor Congress, J. H. Krahl.....Dubuque.
Trades and Labor Assembly, Neil Murphy.....Fort Dodge.
Trades and Labor Assembly, Curtis C. Koepf.....Keokuk.
Trades and Labor Assembly, John Golwitzer.....Marshalltown.
Trades and Labor Assembly, J. C. Nietzel.....Muscatine.
Central Labor Union, Millard Lowe.....Mystic.
Trades Assembly, George A. Fritz.....Oskaloosa.
Trades and Labor Assembly, G. W. Minor.....Ottumwa.
Trades and Labor Assembly, J. H. Strief.....Sioux City.
Central Labor Union, W. A. Moore.....Waterloo.

KANSAS.

Trades and Labor Congress, Thomas Lane.....Atchison.
Trades and Labor Council, R. N. Sullivan.....Emporia.
Central Labor Union, Walter Moberg.....Fort Scott.
Industrial Labor Council, S. W. Shoemaker.....Girard.
Central Labor Union, F. M. Sprague.....Independence.
Central Labor Union, D. T. Hawkinson.....Kansas City.
Trades and Labor Council, George B. Edgell.....Leavenworth.
Trades Council, A. M. Cochren.....Mulberry.
Central Labor Union, Edward Hammond.....Parsons.
United Trades and Labor Council, E. P. Livingston.....Pittsburg.
Industrial Council, Clarence Sharon.....Topeka.
Trades and Labor Assembly, O. Monteith.....Wichita.

MARYLAND.

Federation of Labor, George M. Henderson.....Baltimore.
Trades Council, B. F. Walters.....Cumberland.
Federation of Labor, D. Snyder.....Hagerstown.

MASSACHUSETTS.

Central Labor Union, C. E. King.....Athol.
Central Labor Union, Henry Abrahams.....Boston.
Central Labor Union, F. C. Sherman.....Bridgewater.
Central Labor Union, Charles E. Lowell.....Brockton.
Central Labor Union, M. D. Collins.....Cambridge.
Central Labor Union, John J. Diamond.....Chelsea.
Central Labor Union, M. A. Morrissey.....Chicopee.
Central Labor Union, John Kyle.....Fall River.
Central Labor Union, Patrick J. Conry.....Fitchburg.
Central Labor Union, Louis Urquhart.....Gloucester.
Central Labor Union, John Hilbig.....Greenfield.
Central Labor Union, John Macdougall.....Haverhill.
Central Labor Union, J. P. Bleasius.....Holyoke.
Central Labor Union, D. G. Kimmond.....Lawrence.
Trades and Labor Council, Charles E. Anderson.....Lowell.
Central Labor Union, John J. Griffin.....Lynn.
Central Labor Union, John J. Lucey.....Malden.
Central Labor Union, Michael J. Flaherty.....Marlboro.
Central Labor Union, Elliot Willard.....Milford.
Central Labor Union, Daniel A. Bane.....Millers Falls.
Central Labor Union, Henry S. Davis.....New Bedford.
Norfolk County Central Labor Union, E. J. Kelley.....Norwood.
Central Labor Union, E. R. Stein.....North Adams.
Central Labor Union, Alfred Asher.....Northampton.
Central Labor Union, B. T. Powell.....Pittsfield.
Central Labor Union, Neil MacPhail.....Quincy.
Central Labor Union, H. N. Pratt.....Rockland.
Central Labor Union, Norman J. Montgomery.....Salem.
Central Labor Union, William E. Cotter.....So. Framingham.
Central Labor Union, D. E. McCarthy.....Springfield.
Central Labor Union, Thomas Menzies.....Taunton.
Central Labor Union, M. J. Ferriter.....Westfield.
Central Labor Union, G. H. Miller.....Worcester.

MICHIGAN.

Trades Council, Ben Hahn.....Albion.
Trades Council, W. W. Olney.....Ann Arbor.
Trades and Labor Council, Bernie Ward.....Battle Creek.
Central Trades Council, Donald A. MacDonald.....Bay City.
Federation of Labor, Charles J. Mackey.....Detroit.
Trades and Labor Council, Ferdinand Jorgensen.....Escanaba.
Central Labor Union, John A. C. Menton.....Flint.
Trades and Labor Council, Charles J. Walsh.....Grand Rapids.
Trades and Labor Council, W. J. Walls.....Hancock.
Trades and Labor Council, Lu. Anderson.....Ionia.
Trades Council, Isaac N. Jackson.....Jackson.
Trades and Labor Council, Charles Schaffer.....Kalamazoo.
Trades and Labor Council, C. E. Parker.....Lansing.
Trades Council, Charles D. Moriarity.....Ludington.
Trades and Labor Council, J. Bos.....Muskegon.
Central Labor Union, David L. Brown.....Pontiac.
Trades and Labor Council, Elmer C. Douglas.....Port Huron.
Federation of Labor, William H. Ferris.....Saginaw.

MINNESOTA.

Trades and Labor Assembly, Joe Gabion.....Brainerd.
Federated Trades Assembly, John E. Jensen.....Duluth.
Trades and Labor Assembly, Henry M. Brown.....International Falls.
Trades and Labor Assembly, Leslie Sinton.....Minneapolis.
Trades and Labor Council, William Shilling.....Red Wing.
Trades and Labor Council, L. G. Gaspard.....St. Cloud.
Trades and Labor Assembly, George W. Lawson.....St. Paul.
Trades and Labor Council, J. H. McGrew.....Virginia.
Trades and Labor Council, H. W. Libby.....Winona.

NEBRASKA.

Central Labor Union, William Feinauer.....Fremont.
Central Labor Union, Harry Long.....Grand Island.
Central Labor Union, Clarence R. Elyea.....Lincoln.
Central Labor Union, John Polian.....Omaha.
Centarl Labor Union, J. L. Kubat.....South Omaha.

NEVADA.

Central Labor League, W. G. Mason.....Ely.
Central Trades and Labor Council, W. S. Lumsford.....Reno.

NEW HAMPSHIRE.

Central Labor Union, Henry A. Smith.....Berlin.
Central Labor Union, George Evans.....Concord.
Central Labor Union, Fred I. Gates.....Keene.
Central Labor Union, Flora E. Reed.....Lebanon.
Central Labor Union, Thomas F. Thornton.....Manchester.
Central Labor Union, John Clifford.....Nashua.
Central Labor Union, Robert V. Noble.....Portsmouth.

NEW JERSEY.

Central Labor Union, Mark Jacoby.....Camden.
Union County Trades Council, George J. Reiss.....Elizabeth.
Hudson County Central Labor Union, Joseph P. O'Lone..Hoboken.
Essex Trades Council, Henry F. Hilfers.....Newark.
Trades and Labor Federation, Wilson MacMullen.....New Brunswick.
Federated Trades Council, A. F. De Leo.....Orange.
Trades and Labor Council, J. T. Hannigan.....Passaic.
United Trades and Labor Council, James Matthews.....Paterson.
Central Labor Union of Mercer County, Reuben Forker.....Trenton.

OHIO.

Central Labor Union, Bert Pence.....Akron.
Central Labor Union, R. C. Shaffer.....Alliance.
Central Trades & Labor Assembly, G. W. Pyle.....Bellaire.
Guernsey Valley Trades and Labor Assembly, James W. Gilison.....Cambridge.
Central Labor Union, H. R. Witter.....Canton.
Central Labor Union, Charles E. Ackerman.....Cincinnati.
Federation of Labor, Harry Thomas.....Cleveland.
Federation of Labor, Herman Werz.....Columbus.
Trades and Labor Council, Charles W. Brownfield.....Coshocton.
Central Trades and Labor Council, C. M. Downar.....Crooksville.
Trades Council, H. Foose.....Dayton.
Trades and Labor Council, George Smith.....East Liverpool.
Trades and Labor Council, E. O. Lloyd.....East Palestine.
Trades Assembly, Charles E. Scharf.....Fostoria.
Central Labor Union, Roy Swerdersky.....Fremont.
Trades and Labor Council, George A. Hill.....Hamilton.
Labor Council, John H. Hortel.....Ironton.
Trades and Labor Council, W. F. Batty.....Lima.
Central Trades Assembly, Roy L. Dupler.....Logan.
Federation of Labor, C. E. Haury.....Lorain.
Trades Council, C. F. Gibbs.....Mansfield.
Trades and Labor Council, S. T. Dye.....Marietta.
Trades and Labor Assembly, William B. Sailer.....Massillon.
Trades and Labor Council, H. W. Naegele.....Middletown.
Trades and Labor Assembly, C. M. Johnson.....Newark.
Trades and Labor Assembly, J. W. Knisely.....New Philadelphia.
Trades and Labor Council, Frank Marshall.....Niles.
Central Labor Union, E. F. Lamb.....Norwalk.
Central Labor Council, F. D. Laudeman.....Portsmouth.
Trades and Labor Assembly, J. C. Kerr.....Salem.
Trades and Labor Assembly, Fred L. Butts.....Sandusky.
Trades and Labor Assembly, T. J. Creager.....Springfield.
Jefferson County Trades and Labor Assembly, A. C. Johnston.....Steubenville.
Central Labor Union, Thomas Moss.....Tiffin.
Central Labor Union, John Quinlivan.....Toledo.
United Labor Congress, Joseph M. Murphy.....Youngstown.
Central Labor Council, Joseph A. Bauer.....Zanesville.

OREGON.

Central Labor Council, Len. Lowrey.....Astoria.
Central Labor Union, J. E. Weckworth.....Baker.
Central Labor Council, W. E. Johnson.....Medford.
Central Labor Council, Arthur W. Lawrence.....Portland.
Trades and Labor Council, Art Artus.....Salem.

RHODE ISLAND.

Central Labor Union, Archie E. Luther.....Newport.
Central Trades and Labor Union, Howard L. Barber.....Pawtucket.
Central Federated Union, Laurence A. Grace.....Providence.
Central Labor Union, George T. Lord.....Westerly.
Central Labor Union, William L. Gahan.....Woonsocket.

TEXAS.

Trades Council, J. B. Stephenson.....Austin.
Trades and Labor Assembly, T. C. Jennings.....Beaumont.
Central Labor Union, Jeff. Dulaney.....Childress.
Central Labor Council, G. C. Edwards.....Dallas.
Labor Trades Council, R. M. Haley.....Denison.
Central Labor Union, Henry M. Walker.....El Paso.
Trades Assembly, R. W. Walker.....Fort Worth.
Trades Council, G. M. Davis.....Gainesville.
Labor Council, James P. Walsh.....Galveston.

Trades Assembly, T. M. Kerbow.....Greenville.
Labor Council, Frank B. McCurdy.....Houston.
Trades Council, J. A. Schnorbus.....Marshall.
Trades and Labor Council, W. M. Dellis.....Palestine.
Trades Council, J. J. Cunningham.....Paris.
Trades and Labor Council, William Whelply.....Port Arthur.
Trades Council, Sid. Murray.....San Antonio.
Central Labor Union, James L. McGrew.....Sherman.
Central Labor Council, C. E. White.....Texarkana.
Trades Council, J. E. Milford.....Thurber.
Central Labor Union, A. H. B. Corneliusen.....Waco.
Trades Assembly, J. R. Carter.....Waco.

WASHINGTON.

Trades and Labor Council, F. E. Hughes.....Aberdeen.
Central Labor Council, Harry Call.....Bellingham.
Trades Council.....Centralia.
Central Labor Council.....Cle Elum.
Trades Council, A. J. Tiller.....Ellensburg.
Trades and Labor Council, C. L. Hathaway.....Elma.
Trades Council, M. T. Alliman.....Everett.
Trades and Labor Council, Ed. G. Zimmer.....Hoquiam.
Trades and Labor Council, George T. Stephens.....North Yakima.
Trades Council, Charles E. Brown.....Olympia.
Trades Council, J. C. Conlisk.....Pasco.
Trades and Labor Council, Louis Essmann.....Racine.
Trades and Labor Council, H. Hartsell.....Raymond.
Central Labor Council, E. B. Ault.....Seattle.
Central Labor Union, J. R. Morford.....Spokane.
Central Labor Council, T. F. Burns.....Tacoma.
Trades and Labor Council, L. F. Clarke.....Walla Walla.

WEST VIRGINIA.

Kanawha Valley Central Labor Union, Howard S. Jarrett..Charleston.
Trades and Labor Assembly, W. J. Murphy.....Huntington.
Central Trades and Labor Council, J. D. Reich.....Parkersburg.

WISCONSIN.

Trades Council, H. P. Ballard.....Appleton.
Central Labor Union, Grant Childs.....Ashland.
Trades Council, K. M. Foltz.....Beloit.
Trades and Labor Council, Al. Wothe.....Fond du Lac.
Trades Council, Enoch F. Thornrose.....Green Bay.
Trades and Labor Council, Wm. E. Stephenson.....Kenocha.
Trades and Labor Council, George W. Naegle.....La Crosse.
Federation of Labor, G. W. Bartell.....Madison.
Central Labor Union, G. H. Thompson.....Manitowoc.
Federated Trades Council, Frank J. Weber.....Milwaukee.
Trades and Labor Council, Frank Krempin.....Neenah.
Trades and Labor Council, Murt Malone.....Oshkosh.
Trades and Labor Council.....Racine.
Central Labor Union, Gustav Rahn.....Sheboygan.
Trades and Labor Assembly, O. E. Eby.....Superior.
Central Labor Union, Emil Doerr.....Watertown.
Federated Trades Council, Harry Kroeger.....Waukesha.
Central Labor Union, J. E. Cole.....Wausau.

REPRESENTATIVES OF INSURANCE COMPANIES.

CONNECTICUT.

Aetna Life Insurance Co., J. Scofield Rowe, vice president; Ernest C. Higgins, secretary.....Hartford.
Travelers' Insurance Co., Louis F. Butler, vice president...Hartford.

ILLINOIS.

London Guarantee & Accident Co. (Ltd.), F. W. Lawson, general manager.....Chicago.

MARYLAND.

Maryland Casualty Co., F. Highlands Burns, second vice president.....Baltimore.

MASSACHUSETTS.

Employers' Liability Assurance Corporation (Ltd.) of London, Samuel Appleton, United States manager.....Boston.

MICHIGAN.

Standard Accident Insurance Co., J. H. Thom, general superintendent.....Detroit.

NEW YORK.

Casualty Co. of America, Edwin W. De Leon, president...New York City.
Frankfort General Insurance Co. of Germany, C. H. Franklin, United States manager and attorney; Richard Lance, superintendent liability department.....New York City.
Fidelity & Casualty Co., Frank E. Law, vice president....New York City.
Globe Indemnity Co., A. Duncan Reid, secretary and general manager; W. J. McCaffrey, superintendent liability department.....New York City.
New Amsterdam Casualty Co., W. F. Moore, president....New York City.
Royal Indemnity Co., C. F. Frizzell, assistant general manager; Charles H. Holland, general manager.....New York City.
United States Casualty Co., Edson S. Lott, president; R. S. Keelor, M. D., underwriter.....New York City.

VERMONT.

American Fidelity Co., A. K. Willey, manager statistical department.....Montpelier.

WASHINGTON.

Harry Lippman, general insurance.....Seattle.

NO. 9. BOARDS OF AWARD—WORKMEN'S COMPENSATION COMMISSIONS.

STATES HAVING WORKMEN'S COMPENSATION LAWS.

[Boards of award indicated where exist.]

CALIFORNIA.

Industrial accident commission (formerly board), Underwood Building, 525 Market Street, San Francisco:
A. J. Pillsbury, chairman, Piedmont.
Ira B. Cross, secretary, San Francisco.
Will J. French, San Francisco.
Col. Harris Weinstock, San Francisco.

CONNECTICUT.

Workmen's compensation commission:
Talcott H. Russell, chairman, New Haven.
George B. Chandler, Rocky Hill.
Dr. J. J. Donahue, Norwich.
Edward T. Buckingham, Bridgeport.
F. M. Williams, New Milford.

ILLINOIS.

Industrial board:
H. S. Tanner, Paris.
Peter Augsten, Chicago.
Other appointments to be made.

IOWA.

Iowa industrial commissioner (only one administrative officer):
Warren Garst, Des Moines.

MARYLAND.

Commission to amend law listed separately.

MASSACHUSETTS.

Industrial accident board, 1 Beacon Street, Boston:
James B. Carroll, chairman.
Dudley M. Holman.
David T. Dickinson.
Edw. F. McSweeney.
Joseph A. Parks.
Robert E. Grandfield, secretary.

MICHIGAN.

Industrial accident board, Oakland Building, Lansing:
John E. Kinnane, chairman, Bay City.
Richard L. Drake, secretary, Lansing.
J. A. Kennedy, Sault Ste. Marie.
Ora E. Reaves, Jackson.

MINNESOTA.

The labor commissioner acts.

NEBRASKA.

Law not operative till voted upon by the people in 1914.

NEVADA.

Nevada Industrial Commission, Carson City:
Gov. Tasker L. Oddie, chairman.
George B. Thatcher, attorney general.
Edward Ryan, inspector of mines.
H. A. Lemmon, commissioner.
William E. Wallace, commissioner.
John J. Mullin, secretary.

NEW JERSEY.

Has commission for amendment listed separately.

NEW YORK.

State workmen's compensation commission:
Not appointed Feb. 1, 1914.

OHIO.

The Industrial Commission of Ohio (new law designates State Liability Board of Awards), Columbus:
Wallace D. Yaple, chairman.
M. B. Hammond, vice chairman.
T. J. Duffy.
William C. Archer, secretary.

OREGON.

The Oregon commission:
C. D. Babcock, 257 S. Sixteenth Street, Salem, one of the commissioners.

TEXAS.

Industrial accident board, Austin:
Joseph D. Sayers, chairman, Austin, Tex.
William J. Moran.
Owen P. Pyle.
Carr P. Collins, secretary.

WASHINGTON (STATE).

The industrial insurance commission, Olympia:
Floyd L. Daggett, chairman, Olympia, Wash.
A. B. Ernst, Olympia, Wash.
John H. Wallace, Olympia, Wash.
Howard L. Hindley, secretary.

WEST VIRGINIA.

Public service commission, Charleston:
Lee Ott, chairman (commissioner in charge workmen's compensation fund).
Charles H. Bronson.
W. C. Kilmer.
Howard N. Ogden.
R. B. Bernheim, secretary.

WISCONSIN.

Industrial Commission of Wisconsin, Madison:
C. H. Crownhart, chairman.
J. D. Beck.
Fred M. Wilcox.
L. A. Tarrell, chief examiner.
Frank T. McCormick, reporter.
P. J. Watrous, secretary, Madison, Wis.

COMMISSIONS IN STATES HAVING NO WORKMEN'S COMPENSATION LAWS.

COLORADO.

Employees' compensation commission, Denver:
Platt Rogers, chairman.
John C. Osgood.
James Dalrymple.
John F. Pearson.
Harvey E. Garman, secretary.
State Federation of Labor drafting legislation.

DELAWARE.

Had commission.

IDAHO.

Workmen's compensation commission:

(Appointed by governor to investigate and recommend industrial insurance legisl tion to the legislature—thirteenth session.)

I. C. H. Reynolds, chairman, Spirit Lake.
Walter H. Hanson, Wallace.
E. M. Hoover, treasurer, Boise.
J. P. Nicholas, Wardner.
T. W. Rickard, Pocatello.
A. H. Connor, secretary, Sandpoint.

INDIANA.

Workmen's compensation commission:
Henry W. Bullock, attorney at law, chairman, Indianapolis.
John E. Frederick, secretary Kokomo Steel & Iron Co., Kokomo.
Wm. Greene, secretary International Typographical Union No. 1, Indianapolis.
Alfred M. Ogle, president Vandalia Coal Co., Terre Haute.
Chas. Fox, secretary District 11, United Mine Workers of America, Terre Haute.

KENTUCKY.

Law recently introduced.

LOUISIANA.

Employers' liability commission:
Walter J. Burke, chairman, New Iberia.
Leon Locke, Lake Charles.
Robert Roberts, Minden.
Martin Manion, Hennen Building, New Orleans.
W. T. Cristy, New Orleans.
Advisory members:
H. B. Hewes, Jeanerette.
Robert E. Lee, New Orleans.
Ed. J. Gay, Plaquemine.
Oscar Bush, Shreveport.

MAINE.

Official commission, appointed by legislature March 20, 1913, to investigate subject and report bill to next legislature:
John B. Kehoe, 98 Exchange Street, Portland.
Ray Marston, Skowhegan.
Willis E. Swift, Augusta.

MISSISSIPPI.

Clayton D. Potter, Jackson, Miss., member of legislature, has prepared bill on workmen's compensation to be introduced next legislature.

MISSOURI.

Missouri Senate workmen's compensation commission (second commission):
State senators—
B. L. White, chairman, Marceline.
W. C. Goodson, secretary, Macon.
R. S. McClintic, Monroe City.
Wm. G. Busby, Carrollton.
A. S. Phillips, 1605 Pierce Building, St. Louis.

MONTANA.

Had commission.
People's Power League endeavoring to initiate law to go before people next election, a year hence. M. McCusker, secretary, Livingston.

NORTH DAKOTA.

Commission appointed by governor:
D. B. Holt, Fargo.
M. N. Thatcher, Fargo.
Fred G. Cleveland, Jamestown.

PENNSYLVANIA.

Industrial accidents commission:
David A. Reed, chairman, Carnegie Building, Pittsburgh.
J. Barry Colahan, jr., 1011 Chestnut Street, Philadelphia.
Morris Williams, 907 Arcade Building, Philadelphia.
Geo. C. Hetzel, Chester.
Francis Feehan, Ferguson Building, Pittsburgh.
John J. Cushing, Monessen.
Francis H. Bohlen, secretary, Bullitt Building, Philadelphia.

PORTO RICO.

Hon. Sanchez Morales, President Executive Council.
Hon. Jose de Diego, speaker of house.
Hon. Wolcott H. Pitkin, attorney general.
Hon. ——— Bills, commissioner of labor.
Hon. A. G. Wolf, associate justice supreme court, Box 1187, San Juan.

TENNESSEE.

Workmen's compensation commission, appointed by governor to report to 1915 legislature:
Hon. W. R. Cole, Nashville.
Prof. G. W. Dyer, Nashville.
J. H. Turner, Nashville.
Jas. A. Fowler, Knoxville.
T. J. Hoskins, Knoxville.

VERMONT.

To study subject:
Frank E. Howe, Bennington.
Hale K. Darling, Chelsea.
Guy W. Bailey, secretary of state, Essex Junction.

VIRGINIA.

Had committee on uniformity of legislation several years ago.

STATES IN WHICH LAWS HAVE BEEN ENACTED BUT COMMISSIONS STILL EXIST TO HELP SECURE AMENDMENTS.

MARYLAND.

[Law defective.]

Employers' liability and workmen's compensation commission:
J. Walter Lord, chairman, Maryland Trust Building.
F. W. Wood.
Geo. Whitelock.
David J. Lewis.
C. N. Steigelman.
Frank A. White, secretary, 100 Equitable Building.

NEW JERSEY.

Employers' liability commission, Trenton:
Wm. B. Dickson, president, Montclair.
Samuel Botterill, East Orange.
J. William Clark, Newark.
John T. Cosgrove, Elizabeth.
Walter E. Edge, Atlantic City.
Edward K. Mills, Morristown.
Wm. E. Stubbs, secretary, Trenton.

COMMISSIONS NO LONGER EXISTING IN STATES HAVING NO COMPENSATION LAWS.

DELAWARE.

Employers' liability commission:
T. Allen Hilles, president, Wilmington.
Sylvester D. Townsend, jr., Wilmington.
Thos. F. Flynn, Wilmington.
Alfred B. Moore, Wilmington.
James E. Hoffecker, Smyrna.
Arthur J. Jennings, secretary, Wilmington.

(Above commission appointed in 1911 by the governor. Reported bill of their findings at the recent session of the general assembly, but the bill was not passed and the life of the commission terminated.)

Thos. W. Miller, secretary of state, Dover, Del., is interested in literature on the subject.

MONTANA.

Commission appointed by ex-Gov. Norris during his administration:
J. C. Lowney, Butte.
Neill Collins, Butte.
J. E. McNally, Butte.
Wm. L. Holloway, Helena.
W. F. Meyer, Red Lodge.
J. H. Hall, Helena.

VIRGINIA.

Committee on uniformity of legislation appointed several years ago:
Jas. R. Caton, Alexandria.
Eugene Massie, Richmond.
P. D. Deanes, Windsor.

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